IMAGES OF DEVOTION

Tuesday 3 October 2017

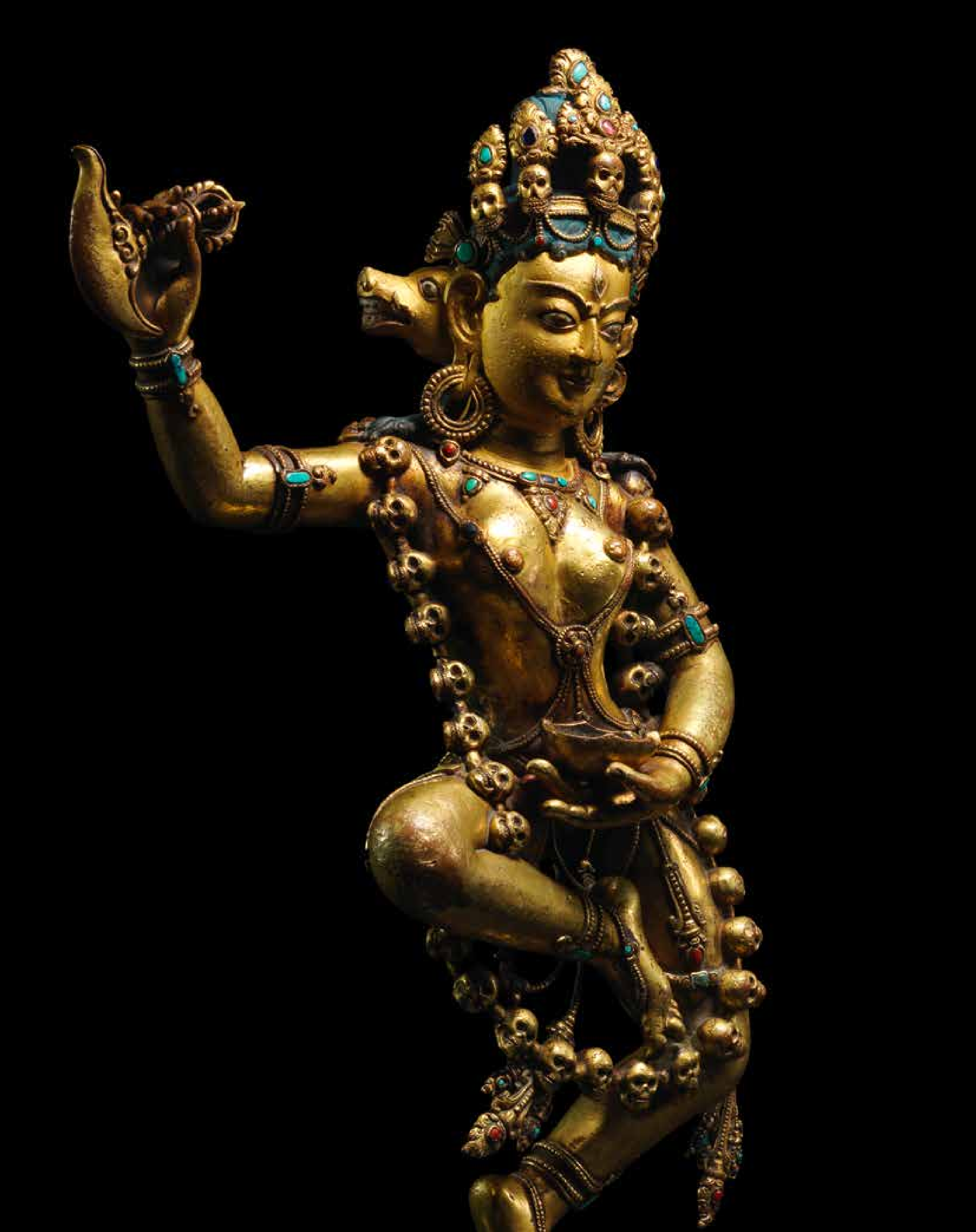


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IMAGES OF DEVOTION

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TREASURES FROM THE COLLECTION OF ED O'NEILL
Lots 1-7

ED O'NEILL 先生私人珍藏
拍品1-7號





1

A COPPER AND SILVER INLAID COPPER ALLOY FIGURE OF AVALOKITESHVARA PADMAPANI
NORTHEASTERN INDIA,
PALA PERIOD, 11TH/12TH CENTURY

Himalayan Art Resources item no.2439
7.4 cm (2 7/8 in.) high

HK$250,000 - 350,000

This gem of a Pala sculpture depicts the iconography of the 'lotus-holding' Avalokiteshvara (lit. 'Padmapani') in a fresh and creative way, being one of few surviving examples to convey him plucking the petals of a lotus guided by his left hand. The presence of Amitayus tucked behind the crown, confirms his identity as the Lord of Compassion, while the unique representation is testament to the *joie de vivre* so beloved of Pala sculpture.

Two small figures with identical body types and sashes are published in von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p.289-90, nos.72E & 73A. Also compare the face and treatment of the necklace and textiles with an Ekadasamukha Avalokiteshvara in the Los Angeles County Museum of Art, published in Pal, *Indian Sculpture*, vol. 2, Los Angeles, 1988, p.183, no.85.

Provenance
Private Collection of Ed O'Neill, Hong Kong, by 1990

錯銀錯紅銅蓮華手觀音銅像
印度東北部，帕拉時期，十一／ 十二世紀

喜馬拉雅藝術資源網2439號
高7.4釐米（2 7/8 英吋）

250,000 - 350,000 港元

此尊精巧的造像以新穎的方式呈現觀音菩薩手持蓮花之形象（故稱「蓮華手」），觀音左手持蓮，右手採蓮，此種姿態在現存造像中極為少見。寶冠之後的無量壽佛証實其身份為大慈大悲的觀世音，而其獨特的肢體形象則體現了帕拉造像之生趣。

比照兩尊有同樣體態和飾帶的小造像，出版於von Schroeder，印度與西藏的銅造像，香港，1981年，頁289-90，72E與73A號。另外，洛杉磯縣立美術館藏有一尊十一面觀音像，其面部、項鍊和服飾的處理均與此尊有相似之處，參見Pal，印度雕塑，卷二，洛杉磯，1988年，頁183，85號。

來源
Ed O'Neill先生私人珍藏，香港， 自1990年前





2

A BRASS ALLOY KUNDIKA
YUAN DYNASTY, LATE 14TH CENTURY
Himalayan Art Resources item no.2429
15.2 cm (6 in.) high

HK$350,000 - 450,000

The *kundika* is a religious water vessel with ancient roots tracing back to the earliest Hindu and Buddhist traditions of India. Examples in China are known as early as the Tang Dynasty, where it serves as an attribute of Avalokiteshvara, later becoming codified with the iconography of Guanyin.

Cast with a distinctive honey-yellow brass alloy, the surface has been worn smooth through prolonged ritual use within the culture, and the native repair to the lid indicates it was preserved in Tibet. The incised scrolling band and flower heads around the collar are identical to the hemline patterns found on numerous Yuan bronzes, as well as period textiles from the reign of the Wenzong emperor (r.1328-32) (see Bigler, *Before Yongle*, Zurich, 2015, pp.84 & 93, nos.19 & 21; and Watt, *The World of Khubilai Khan*, New Haven, 2011, pp.112-3, fig.146). Additionally, the powerful *makara* head at the base of the vessel's spout is also of the period (ibid.).

A Xuande-period example of similar form, but decorated in cloisonné, is held in the British Museum (acc.#1977,0718.1; Zwalf, *Buddhism: Art and Faith*, London, 1985, no.301). Another, suggested to be earlier, is in the Museum of East Asian Art, Bath (acc.#BATEA: 697).

Provenance
Private Collection of Ed O'Neill, Hong Kong, by 1990

黃銅軍持
元朝，十四世紀晚期
喜馬拉雅藝術資源網2429號
高15.2釐米 （6英吋）

350,000 - 450,000 港元

軍持是一種用於宗教儀式中的盛水禮器，此器型可追溯至天竺最古老的印度教與佛教傳統。 在中國，該器型早自唐代就與觀世音菩薩之法相有為連結，後來亦被固化為觀音之形象特徵。

此軍持以一種獨特的蜂蜜色黃銅合金鑄造， 因經世代傳承以及儀式使用，器皿表面自然磨損光滑， 瓶蓋有經過藏式修復，由此可知此物曾保存於西藏地區。頸部飾有花卉及卷形紋，與數尊元代造像之袈裟紋飾以及元文宗時期（1328-32年在位）的紡織品紋飾相同（參見Bigler，*Before Yongle*，蘇黎世，2015年，頁84與93，19與21號；以及Watt，*The World of Khubilai Khan*，紐黑文，2011年，頁112-3，圖146）。此外，在壺身把手底部的摩伽羅首也是這個時期的特徵（同上）。

一件與其密切相關但未斷代的對照作品藏於巴塞爾民俗博物館，參見Essen與Thingo，*Die Götter des Himalaya*，卷二，慕尼黑，1989年，頁234，II-498號。大英博物館藏一明宣德軍持亦與本拍品器形相似，然而該宣德軍持以景泰藍掐絲珐瑯裝飾 （館藏編號1977,0718.1，參見Zwalf，*Buddhism: Art and Faith*，倫敦，1985年，301號）。 另一款相關作品製作期間較早，現藏於巴斯東亞藝術博物館（館藏編號BATEA: 697）。

來源
Ed O'Neill先生私人珍藏，香港， 自1990年前





3
A BRASS ALLOY FIGURE OF LAMA SHANG
TIBET, CIRCA 13TH CENTURY
Himalayan Art Resources item no.2443
8.5 cm (3 3/8 in.) high

HK$250,000 - 350,000

Zhang Yudrakpa Tsondru Drakpa (1122-93), more commonly known as Lama Shang, is identified by his distinctive broad features, hairline, stupa-like form, and patchwork robe. His master was Gomtsul (1116-69), a nephew of Gampopa, and the abbot of Daklha Gampo monastery; the foremost leader among the Kagyu at the time.

At one point in the mid-to-late 12th century, Lama Shang was the most powerful ruler in Tibet, controlling most of the provinces around Lhasa through martial campaigns following the founding of his Tsalpa Kagyu order. In conjunction with the Drigungpa, his order was the first to make joint contact with the Mongol ruler Genghis Khan (1162-1227), but Lama Shang's lineage would eventually recede from the political stage as the Drigung, Karma Kagyu, and Sakya ascended.

Full of character, the bronze compares favorably to examples recently sold at Bonhams, Hong Kong, 29 November 2016, lot 103; and New York, 14 March, 2017, lot 3227. Also see Xia (ed.), Pu Ti Miao Xiang, Shenyang, 2001, p.50, no.47. Another closely related example, with similarly prominent chin, was sold at Sotheby's, London, 23 June 1980, lot 27.

Provenance
Private Collection of Ed O'Neill, Hong Kong, by 1990

喇嘛向銅像
西藏，約十三世紀
喜馬拉雅藝術資源網2443號
高8.5釐米（3 3/8英吋）

250,000 - 350,000 港元

此尊造像呈佛塔形輪廓，上師身著拼縫紋袈裟，體態寬闊，髮際線獨特，可確認其身份為向·尊珠紮巴（1122-93），人稱喇嘛向。其師從岡波巴之侄貢巴·次成寧布（1116-69）。貢巴·次成寧布為達拉崗布寺主持，在當時可算噶舉派最高領袖。

自創始蔡巴噶舉以來，喇嘛向以軍事手段控制了拉薩周邊眾多地區，在十二世紀中葉至下半葉間一時在西藏擁有強大勢力。蔡巴噶舉曾聯合直貢噶舉會見成吉思汗（1162-1227），此為歷史上藏傳佛教僧人首次與蒙古可汗接觸。然而，隨著直貢噶舉、噶瑪噶舉與薩迦派的興盛，蔡巴噶舉逐漸失勢，最終退出歷史舞台。

此尊喇嘛向銅像個性十足，相關作品可參見邦瀚斯香港2016年11月29日拍賣中拍品103號，以及邦瀚斯紐約2017年3月14日拍賣中拍品3227號。亦可比照夏景春先生主編之菩提妙相一書中47號作品（瀋陽，2001年，頁50）。另有一尊具有同樣突出下巴特徵的造像售於蘇富比倫敦，1980年6月23日，拍品27號。

來源
Ed O'Neill私人珍藏，香港，自1990年前





4

A SILVER FIGURE OF A KAGYU LAMA
TIBET, CIRCA 13TH CENTURY
Himalayan Art Resources item no.2444
4.4 cm (1 3/4 in.) high

HK$200,000 - 300,000

Likely made for a personal or portable shrine (*gau*), this charming silver figurine possibly depicts the Taglung abbot Sanggye Yarjon (1203-72), who significantly expanded the monastery's facilities and religious artifacts, commissioning gold and silver sacred images and building Taglung's Great Shrine Hall (*mchod khang chen mo*). Further details of his biography are available at treasuryoflives.org.

The small sculpture brims with character, with sharp features, well-defined patchwork robes, and a smiling face. A related copper alloy figure was recently sold by Bonhams, New York, 13 March 2017, lot 3021.

Provenance
Private Collection of Ed O'Neill, Hong Kong, by 1990

銀質噶舉喇嘛坐像
西藏，約十三世紀
喜馬拉雅藝術資源網2444號
高4.4釐米（1 3/4英吋）

200,000 - 300,000 港元

此尊造像小巧但富於魅力，應為私人佛堂或嘎烏盒所造。其所刻畫的可能為達隆寺第三任主持桑傑雅俊（1203-72年）。桑傑雅俊在任期間大規模地擴張了寺院設施及宗教收藏，包括委託製造了大量金銀造像，並為寺院建成大佛堂（*mchod khang chen mo*）。更多生平資料可參見treasuryoflives.org。

造像的人物刻畫突出個性，其面部特徵逼真並略帶微笑，袈裟之拚縫紋細緻清晰。另一尊相關的造像於2017年3月13日在邦瀚斯紐約售出（拍品3021號）。

來源
Ed O'Neill私人珍藏，香港，自1990年前

5

A BRASS ALLOY FIGURE OF BUDDHA
CENTRAL ASIA, CIRCA 6TH CENTURY
Himalayan Art Resources item no.2440
8.2 cm (3 1/8 in.) high

HK$300,000 - 400,000

Donning the heavy Gandharan-style robe, this ancient bronze's iconography is mysterious and perplexing. While clearly depicting Buddha, stylized lotus buds or flames project from his domed *ushnisha*, shoulders, and hands. If flames, they possibly reference one his miracles performed at Sravasti; if flowers, possibly the eons-old Dipankara Buddha. Its style and thin casting are consistent with many of the eccentric treasures found across the ancient Silk Road.

Provenance
Collection of Ed O'Neill, Hong Kong, by 1990

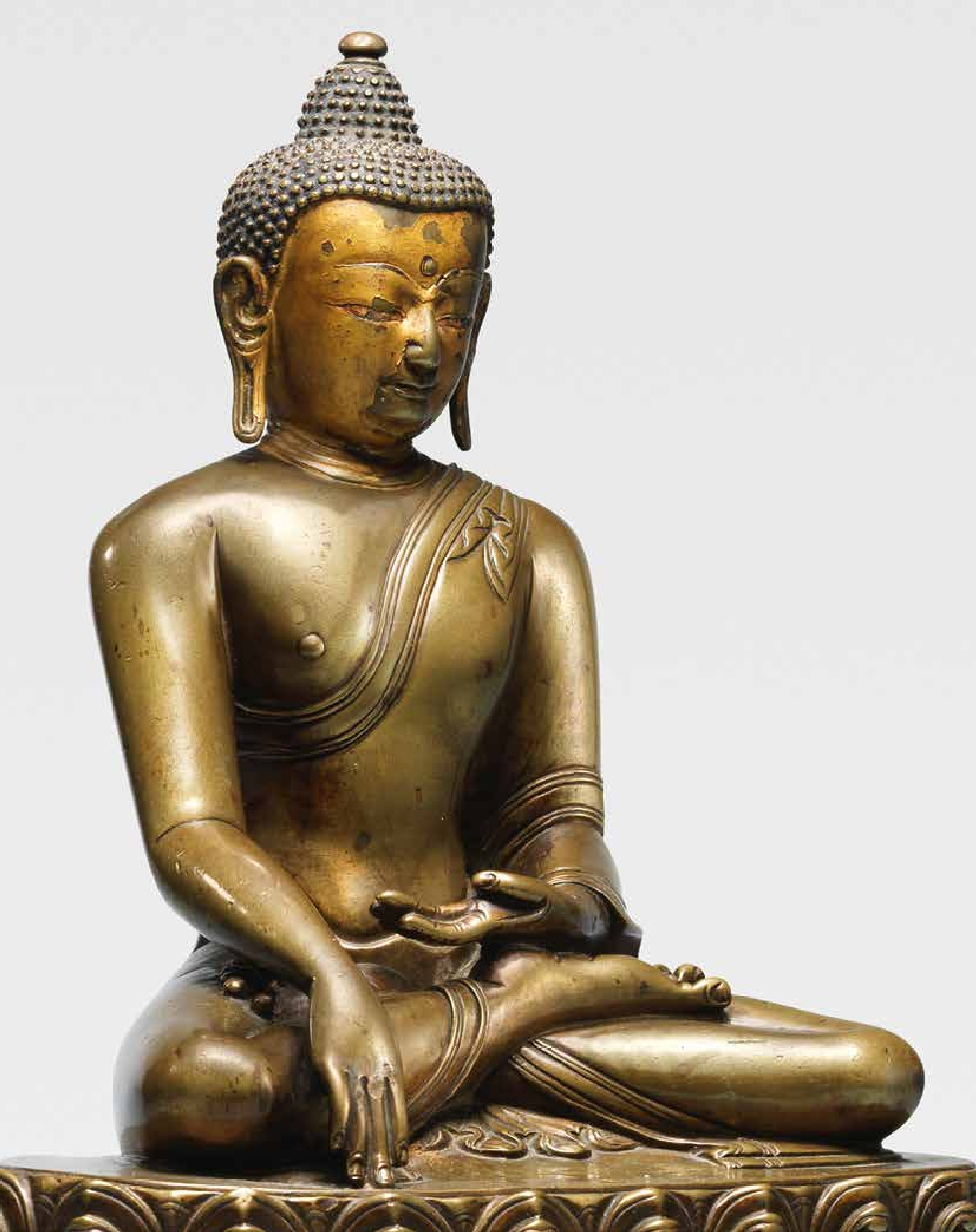
銅佛立像
中亞，約六世紀
喜馬拉雅藝術資源網2440號
高*8.2*釐米（*3 1/8*英吋）

300,000 - 400,000 港元

此尊古老造像身著厚實的犍陀羅式袈裟，其圖像學特徵神秘而複雜。佛陀的頂髻、雙肩與右手之上均有蓮苞或火焰生出。若為火焰，則或許與佛陀在舍衛城施展奇蹟之形象有關；若為花苞，則或許刻畫了萬古永世之前的燃燈佛。 絲綢之路沿途地區曾多處出土文物寶藏，比較本拍品之藝術風格，及其輕薄的鑄造方式，不失一致之處。

來源
Ed O'Neill私人珍藏，香港，自1990年前







6
A SILVER AND COPPER INLAID BRASS ALLOY FIGURE OF SHAKYAMUNI BUDDHA
TIBET, CIRCA 13TH CENTURY
Himalayan Art Resources item no.2438
22.9 cm (9 in.) high

HK$2,000,000 - 3,000,000

The subject of centuries of handling and ritual ablutions, the bronze's surface has achieved a mirror-like sheen from sustained worship. Further evidence is found in the worn areas of the nose, mouth, and chin, caressed by the practitioner's thumb.

The simplicity of his robe concedes to the elegant body underneath. Its fishtail pleat across the left shoulder, and hems that spill onto the platform around his knees and ankles, follow the convention seen in an earlier c.12th-century Buddha image in the Potala Palace (von Schroeder, *Buddhist Sculpture in Tibet*, vol. 2, Hong Kong, 2001, p.1148, no.301B).

The use of silver and copper inlay to embellish portions of the bronze surface betrays the influence of imported sculpture from India during the early centuries of Tibet's adoption of Buddhism. Here it is employed to enliven the eyes, heighten the lips, and decorate the lotus petals. Meanwhile, the absence of beaded rims above and below the lotus petals marks a notable variation from Indian models.

The uncommon band of scrolling foliage along the base's lower rim draws a likeness to ornamentation from either Indian or Chinese sources. At once similar to patterning seen in Pala sculpture, it is also redolent of the scrolling vines in Yuan textiles (see ibid., p.1089, fig. XVII-3, and Watt, *The World of Khubilai Khan*, New York, 2010, p.113, fig.146, respectively).

Provenance
Private Collection of Ed O'Neill, Hong Kong, by 1990

錯銀錯紅銅釋迦牟尼銅像
西藏，約十三世紀
喜馬拉雅藝術資源網2438號
高22.9釐米（9英吋）

2,000,000 - 3,000,000 港元

此尊銅像歷經數世紀的儀式洗禮，表面如鏡面般光華耀目。造像的鼻梁、雙唇、以及下顎均有更深程度的磨損，留下信徒拇指觸摸的烙印。

釋迦牟尼佛身著樸素而修身的袈裟，顯露出其下優雅的身型。魚尾狀衫腳輕掛於左肩，腳踝處袈裟之柔軟下擺散落於蓮花寶座之上，與布達拉宮中的一尊約十二世紀釋迦牟尼佛風格相似(參見von Schroeder，西藏佛教造像，卷二，香港， 2001年，頁1148，301B號)。

以錯銀錯紅銅工藝裝飾造像的做法並非受到西藏佛教早期從印度傳入造像的影響。此尊佛陀造像在眼睛、雙唇、及蓮瓣處錯銀或錯紅銅，使造像更加栩栩如生。同時，蓮座花瓣的上下方均無串珠邊緣，此點與印度造像風格差異顯著。

沿蓮座下方邊緣可見一條少見的捲草紋邊飾，可能受到印度或中國的影響。一方面與印度帕拉造像上的裝飾紋相似，另一方面亦與元朝織物上的卷藤紋有所共鳴（出處同上，頁1089，XVII-3號；以及 Watt，*The World of Khubilai Khan*，紐約，2010年，頁113,，146號）。

來源
Ed O'Neill先生私人珍藏，香港，自1990年前





7
A SILVER AND COPPER INLAID BRASS ALLOY FIGURE OF A LAMA
TIBET, CIRCA 15TH CENTURY
Himalayan Art Resources item no.2326
10.5 cm (4 1/8 in.) high

HK$600,000 - 800,000

This enigmatic portrait is likely from the same atelier as one of Pago Drachung Chokyi Gyatso in the Nyingjei Lam Collection, published in Weldon & Singer, *Sculptural Heritage of Tibet*, Hong Kong, 1991, p.187, pl.47. They are identical in the treatment of almost every detail – from the silvered hair, to the ears, to the stylized lotus petals – such that the same hand may have produced them. Both have a weight of character far beyond their diminutive scale.

Stylistically, this lama portrait also compares favorably to related examples of Sonam Sengge formerly in Halpert Collection, Trangpa Gyaltsen formerly in the Goldman Collection, and Dragpa Gyaltsen in the Alain Bordier Foundation (see Rochell, *Faces of Tibet*, New York, 2003, no.33; Sotheby's, New York, 21 March 2002, lot 130; and Beguin, *Art sacre du Tibet*, Paris, 2013, pp.185-6, no.95; respectively).

Provenance
Private Collection of Ed O'Neill, Hong Kong, by 1990

錯銀錯紅銅喇嘛銅像
西藏，約十五世紀
喜馬拉雅藝術資源網2326號
高10.5釐米（4 1/8英吋）

600,000 - 800,000 港元

此尊迷人的造像很可能與菩薩道收藏中的確吉嘉措像出自同一作坊，參見Weldon與Singer，*Sculptural Heritage of Tibet*，香港，1991年，頁187，版圖47。從嵌銀的頭髮、雙耳特徵、到固定風格的蓮瓣，兩尊造像幾乎所有的細節都極為相似，可能出自同一大師之手。雖然體量較小，但是個性與韻味卻毫不遜色。

風格上，此尊喇嘛像亦與其他幾尊出處不凡的作品相關，包括Halpert舊藏的索南桑傑像，Goldman舊藏的創巴嘉岑像，以及Alain Bordier基金會的竹巴嘉岑像（參見Rochell，*Faces of Tibet*，紐約，2003年，33號；蘇富比，紐約，2002年3月21日，拍品130號；以及Beguin，*Art sacre du Tibet*，巴黎，2013年頁185-6，95號）。

來源
Ed O'Neill私人珍藏，香港，自1990年前





8

AN IRON VAJRA
TIBET OR CHINA, CIRCA 11TH CENTURY
Himalayan Art Resources item no.2452
24 cm (9 3/8 in.) long

HK$350,000 - 450,000

Finely cast with nine thin prongs and four stylized animal heads at each end of the central grip. Compare with two closely related examples sold Sotheby's, New York, 20 March 2013, lot 220; and 19 March 2014, lots 58.

Provenance
Acquired in Paris, 1991
Private Collection

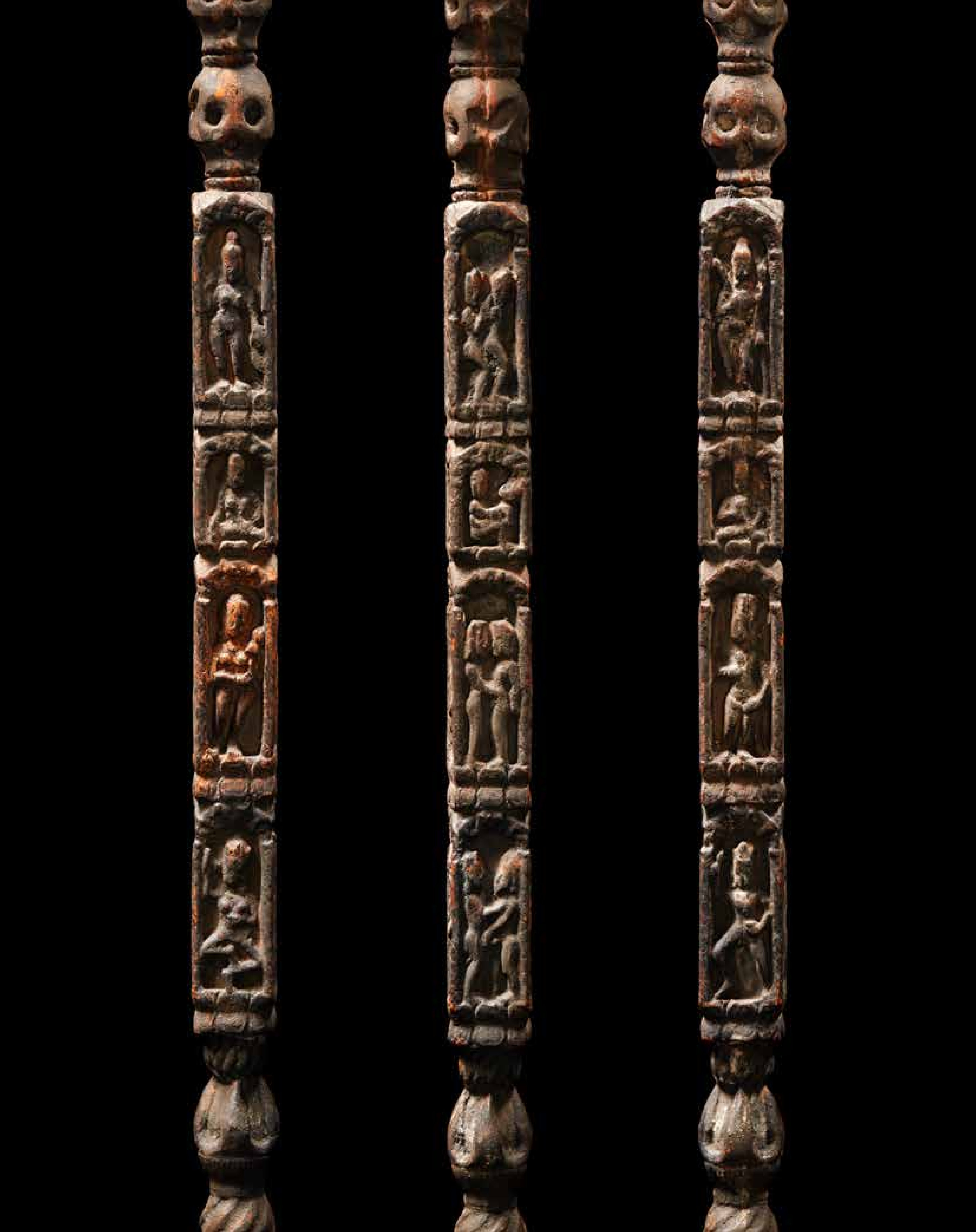
鐵質金剛杵
西藏或中原，約十一世紀
喜馬拉雅藝術資源網2452號
長24釐米（9 3/8英吋）

350,000 - 450,000 港元

此只九股金剛杵鑄造精美，造型獨特，杵臍兩側各飾有四個動物頭像。兩隻風格可比的金剛杵曾售於紐約蘇富比，2013年3月20日拍品220號，以及2014年3月19日拍品58號。

來源
於1991年購於巴黎
私人珍藏





9
A WOOD RITUAL STAFF
NEPAL, 10TH-13TH CENTURY
Himalayan Art Resources item no.2453
132.1 cm (52 in.) long

HK$250,000 - 350,000

Caked in orange unguents typical of ritual practice in Nepal, and with raised edges of its carved figures rubbed from extensive handling down to their silhouettes, this rare and ancient Buddhist *khatvanga*, *danda*, or *purbha* is steeped in mystery. However, we can surmise from its registers of benign and wrathful bodhisattvas a complex iconography coded in gendered and erotic symbolism. Among them, appear to be Avalokiteshvara and Vajrapani. The latter is modeled in much the same basic style as a c.10th-century copper figure of Vajrapani sold at Bonhams, New York, 17 March 2014, lot 3.

Above these four-faced and seven-tiered niches with deities is a stack of three dried skulls below the busts of male or female deity (depending on which side), and a surmounting five-prong vajra. Below them is the three-faced bust of Vajrakila holding a *purbha* before his primary chest, above a tripartite blade issuing from the mouth of a snake-spewing *makara*.

It is possible this evocative staff may have been held during rituals, or may have been part of a large sculpture's iconographic program. Only one other example of its kind is known, sold at Christie's, London, 11 October 1988, lot 136.

Provenance
Private European Collection by mid 1990s
Private American Collection

木雕天杖
尼泊爾，十至十三世紀
喜馬拉雅藝術資源網2453號
長132.1釐米（52英吋）

250,000 - 350,000 港元

此隻罕見而古老的佛教「天杖」，「骨架棒」，或「普巴杵」極富神秘色彩。天杖表面殘留有朱砂色凝結物，源於常見的尼泊爾宗教儀軌。木雕紋經多年把玩已失去稜角，所刻人物形象僅可見輪廓。天杖上刻有忿怒相及寂靜相菩薩並帶有情慾色彩，亦體現多重複雜之圖像意義。其中可見觀世音菩薩以及金剛手菩薩。此處金剛手菩薩的形象與2014年3月17日在邦翰斯售出的十世紀金剛手菩薩銅像之形象相似（拍品3號）。

在天杖四面七層之尊神壁龕之上插有三顆乾枯骷髏頭，其上可見一面男一面女的雙面半身像，桿頂直立一五股金剛杵。天杖下端，三面普巴金剛手持普巴杵，三棱利器從吐蛇摩伽羅的口中伸出。

此隻天杖可能作為獨立法器在宗教儀式中使用，亦可能為大型造像之一部分。目前僅知一件類似天杖於1988年10月11日在佳士得倫敦售出（拍品136號）。

來源
歐洲私人珍藏，自九十年代中期以前
美國私人珍藏







10
A COPPER ALLOY FIGURE OF MAHAKALA
YUNNAN, DALI KINGDOM, LATE 12TH/EARLY 13TH CENTURY
Himalayan Art Resources item no.7843
41.5 cm (16 3/8 in.) high

HK$2,000,000 - 3,000,000

Provenance
Private French Collection
Private European Collection, acquired from the above in 2001

Guardian of the Dali Kingdom: A Bronze Mahakala from the Dali Imperial Workshop

Essay by Zhang Yongkang
Researcher at The Yunnan Provincial Museum, July 2017

This large copper alloy figure of Mahakala is a masterpiece of exquisite workmanship surviving with a desirable patina. His facial features, posture, and decorative elements indicate an origin of the late-12th to early-13th century Dali Kingdom. Its overall style and quality correspond to that of the Dali imperial workshop.

The figure is cast from bronze and stands tall at 42 cm in height. A mass of twisting locks of flame-like hair serves as a foil for the magnificent skull crown adorned with a seated Vairocana. Mahakala's wrathful expression is accentuated by a flaming moustache and bared fangs. A stunning array of freshly severed heads, each with vastly different hairstyles and expressions, hang from a cord comprised of a live snake coiling around itself over his left shoulder. A rippling tiger-skin loincloth is tied around his waist. His four arms are adorned with jewelled armbands, while his two primary hands hold a skull bowl (*kapala*) and a trident-tipped *khatvanga* (now lost). His upper left hand holds a drum (*damaru*), and his upper right a rosary (*mala)*. His strong legs are naturalistically muscular) and his ankles are adorned with snakes (*nagas*) above his sandals. Typical of Dali bronzes, his feet have tangs at the bottom for attaching the base.

The bronze figure commands a strong visual impact with naturalistic dynamism. Its expression of "wrath without fury" (*Wei Er Bu Nu*) is characteristic of wrathful deities from Dali, discussed at length in Zhang, *Research on the Sculptures of Da-li Buddha*, 2004, Taiwan. A closely related sculpture of the same subject was sold a decade ago at Sotheby's, Paris, 6 December 2007, lot 22.

Mahakala

Mahakala, 'the Great Black One', is a protector deity who is also viewed as a warrior god, wealth protector, and guardian of the underworld. His origin is generally believed to derive from an incarnation of the Hindu god Shiva that was incorporated into the Buddhist pantheon as a protector deity. In the 7th century, Mahakala developed into one of the most important protector deities in Indian Esoteric Buddhism. Mahakala remains a prominent protector in Tibetan Buddhism today, where he is known as the wrathful manifestation of Vairocana Buddha. He can be seen depicted in his two-armed, four-armed, or six-armed form throughout monasteries in Tibet.

大黑天銅像
雲南，大理國，十二世紀晚期／ 十三世紀早期
喜馬拉雅藝術資源網7843號
高41.5釐米（16 3/8英吋）

2,000,000 - 3,000,000 港元

來源
法國私人珍藏
歐洲私人珍藏，於2001年購自上述收藏

妙香佛國的福星：一件大理國官造大黑天銅造像

文：張永康
雲南省博物館研究員，2017年7月

今年秋季，香港邦瀚斯推出一件佛教密宗大黑天銅立像，其體型碩大，工藝精湛，皮殼老舊，包漿清晰。從面相、姿態和裝飾風格等方面看，此像應為大理國時期鑄造，年代約在12世紀末至13世紀初，藝術風格為大理國後期官造式樣。

細觀此尊造像：青銅質地，通高42釐米，上身赤裸，絡腮胡，張口怒目，獠牙上出，頭戴人頭骷髏箍，頭發似火焰狀上衝，發髻中端坐一大日如來（暗合其為大日如來的教令輪身），結智拳印。項環瓔珞掛於胸前，左肩部至腰部前後環飾有雙蛇穿人頭鏈，主臂飾臂釧，蛇形手鏈，腰部系虎皮裙。四臂，左一手持一人頭手鼓，左二手持人頭碗於胸前，右一手持索，右二手作持三叉戟狀（持物遺失）。腿部肌肉飽滿，富有力量感，雙足腳踝部有盤蛇，穿草鞋，鞋帶從腳拇指中穿過。腳底有隼（大理國造像的典型特征），便於安插。

整尊銅像的姿態和動感給人以強烈的視覺衝擊力，特別是其”威而不怒”的溫和色彩，是大理國憤怒像的一大特色，一望即知（見拙作《大理佛》2004年，台灣典藏雜志社）。無獨有偶，2007年12月在巴黎，蘇富比拍賣公司曾經拍賣了一尊與之極為類似的大理國大黑天銅像。不論是風格、質地，還是尺寸，兩尊銅像都基本一致。

大黑天及其形像

大黑天（梵文Mahakala，藏語ནག་པོ་ཆེན་པོ།），意譯為怙主、大黑神、大黑天等；音譯為摩訶迦羅、莫訶葛剌、瑪哈嘎拉等。屬於出世間護法，有戰神、福神、冥府神、財寶神的地位。一般認為大黑天是婆羅門教濕婆(即大自在天)的化身，後為佛教吸收成為護法，7世紀後印度密宗將大黑天作為最重要的護法神。我國藏傳佛教保留濃厚的大黑天信仰，稱其為”瑪哈嘎拉”，認為是毗盧遮那佛(大日如來)降魔時呈現出的忿怒相，藏地各寺廟常見有二臂、四臂和六臂嗎哈嘎拉。



By contrast to the peaceful bodhisattvas prevalent in Chinese Buddhism, the Mahakala doctrine is not within the mainstream canon. It is more popular in Inner Mongolia, Tibet, and Yunnan, which can be attributed to the spread of Tibetan Buddhism in those regions. The worship of Mahakala in Yunnan is closely associated with the tantric practices in the Nanzhao and Dali Kingdoms, coeval with the Tang and Song dynasties. He is described in at least three Chinese, Tang-dynasty monastic sources: by Huilin in volume 10 of his, *All Sound and Meaning of Sutra*; by Yijing in his, *A Record of the Buddhist Religion: As Practiced in India and the Malay Archipelago*, dated 671; and by Shenkai of Jiaxiang monastery in his late-Tang, *Tantra of Mahakala*.

The Worship of Mahakala in Dali Kingdom

In 1956, Fei Xiaotong and other scholars discovered 3000 volumes of Buddhist and Daoist sutras and scriptures in the Dong Family Shrine of Beitangtian village, located in the town of Fengyi in Dali City. Mostly dating to the Song, Yuan, and Ming dynasties, the find documents the religious and cultural development of Yunnan during the Nanzhao and Dali Kingdoms in great detail.

Among the Dali Kingdom Buddhist scriptures is a volume titled *Sutra of Perfect Enlightenment*, at the back of which is a manuscript of, “Rituals for the Bodhimanda of the Great Black One”. Mr. Ho Chong further researched the text, finding examples of the forms of Mahakala observed in the Dali Kingdom – “One body and in seven manifestations, seven forms and one ultimate reality”. The seven forms are: Mahakala-deva, Yaksha of Peace and Joy, Kala of the Sun and Moon, Kala of the golden bowl, Kala of the Graveyard, Indra Kala, and Kala of the Treasure Store.

With these textual references scholars are able to identify three of the seven forms within the famous Song Dynasty *Dali Kingdom Buddhist Scroll* by Zhang Shengwen in the collection of the National Palace Museum, Taipei. These are: Mahakala-deva (fig.1), Yaksha of Peace and Joy, and Kāla of the golden bowl. The scroll also includes four other manifestations of Mahakala, which most certainly correspond to the remaining textual descriptions, but there are iconographic discrepancies between the two documents, causing scholars to refrain from speculating which form each represents. Nonetheless, all of the figures on the scrolls share the common attributes of Mahakala – an open mouth with fangs, three enraged eyes, skull necklaces, bare upper bodies, tiger-skin loincloths, trident sceptres, and vajras.

與菩薩、飛天等題材相比，大黑天信仰在中原地區未形成主流，只有內蒙、西藏和雲南較為流行，其中內蒙、西藏等地大黑天信仰多來自藏傳佛教的傳播，而雲南的大黑天信仰與唐宋時期的南詔大理國佛教密宗有著特殊關聯。在唐代文獻中至少有三處提及大黑天的形像，包括唐代沙門慧琳在《一切經音義》卷十注釋唐代密宗大師不空譯《仁王護國般若波羅蜜多經》（上卷）言及”摩訶迦羅”一詞時的描述；唐鹹亨二年(671年)義淨在其《南海寄歸內法傳》中的記載；以及唐嘉祥寺神愷的《大黑天神法》。

大理國的大黑天信仰

1956年由費孝通等學者在大理市鳳儀鎮北湯天村董氏宗祠發現3000多卷冊寫本和刻本佛經、道經和善書 ，年代以宋、元、明為主，它們較為系統的見證南詔大理國以來雲南宗教文化的發展。

在發現的大理國佛教經卷中，有卷《大方廣園覺修多羅了義經疏》裝冊的背面手寫有大理國《大黑天神道場儀》。侯衝先生對此儀軌文字加以整理，發現大理國大黑天有”一身七現，七相一分”的密義，分別是”大聖大黑天”、”安樂藥叉神”、”日月迦羅”、”金缽迦羅”、”塚間迦羅”、”帝釋迦羅”和”寶藏迦羅”。

目前學界通過《大黑天道場儀》所描述七種大黑天形像，比照現藏於台北故宮收藏的《宋時大理國描工張勝溫畫梵像卷》所繪制大黑天圖像一組七神，已經順利對照出”大聖大黑天”（圖一）、”安樂藥叉神”和”金缽迦羅”三相，其余四相雖然與《大黑天道場儀》中所繪有細節上的差異，但是通觀畫卷從左向右依次描繪七位大黑天模樣護法神，題記也順次為”大聖大黑天神—大安藥叉神—金缽迦羅神”的表達文字，剩余四位護法神應為一身七相大黑天的另外四相，雖然面、臂、足的數量和持物有所不同，但均具備大黑天的常見特征：如張嘴獠牙、三目怒睜、毒蛇串骷髏瓔珞，赤裸上身、腰系虎皮裙、跣足、持三叉戟、弓箭、金剛杵等。



Fig. 1
Dali Kingdom Buddhist Scroll (Detail)
By Zhang Shengwen, dated 1180
National Palace Museum, Taipei

圖一
宋時大理國描工張勝溫畫梵像卷（局部）
張勝溫, 1180年
台北故宮藏





Contrasting the rigidity of Tibetan tantric image making which strictly adheres to the *Sutra of Statue Making in Tibetan Buddhism*, image making in Nanzhao and Dali was more spontaneous and apocryphal, reminiscent of the Tang Esoteric Buddhist style. It is also generally perceived among scholars that Nanzhao and Dali Buddhist images were received directly from India, rather than by way of Tibet, and the author of this paper believes that the facial features, muscularity, slight rigidity, and trident sceptre indicate the direct influence of Pala bronzes from Northeast India.

Ancient records indicate that Mahakala was an important warrior god in the Nanzhao and Dali kingdoms, and was symbolic of the divinity of kings, used in discourses of authority and legitimacy. In the record, *Dian You Xu Bi*, it was said that Shi Long, a King of Nanzhao, believed himself to be the reincarnation of Mahakala. During the Dali period, a king had to receive the coronation ritual (*abhisheka*) every year on the fifteenth day of the first month, during which a master would lead the worship of Avalokiteshvara. According to *The Grand Ritual of Abhisheka*, “the King would meditate facing the master, red pigments would be applied to the king’s body to emulate cremation...and [he would] imagine becoming the divine Vairocana”.

Within the political and religious traditions of the Nanzhao and Dali Kingdoms, the king, Vairocana, and Mahakala were closely associated with each other. The king was the symbol of power and religious unity, while at the borders he manifested as Mahakala to protect the kingdom’s territories. This explains why representations of Mahakala are frequently seen along the borders, such as the stone sculptures in Cave 6 of the Yunnan Jianchuan grottoes (fig.2) and Cave 16 of the Shadengqing grottoes, and in carved relief at Mount Santai (fig.3). Surviving scriptures, paintings, sculptures, and murals from Dali all point to a reverence, even dependence, toward the deity. This worship of Mahakala continues through the late Ming and Qing Dynasties in Yunnan and Kunming. According to the *Third Cultural Relics Census*, 130 out of the 132 temples in the Dianchi Lake region are dedicated to Mahakala. Along with Acuoye Avalokiteshvara, Mahakala was one of the two most prominent esoteric deities in the region: the guardian of this Buddhist kingdom.

相比較嚴密的以《造像度量經》為標准的藏密佛教造像體系，南詔大理國的佛教造像更顯示出唐代密宗遺風，自成一種天真而富有地域特色的藝術風格。如大黑天形像就與藏傳佛教的瑪哈嘎啦明顯不同。學術界普遍認為南詔大理國的大黑天圖像應是直接由印度傳入。筆者認為從大理國大黑天的面相，手持三叉戟，雙腿筋骨強健站姿略顯僵直等特征分析，與印度帕拉時期造像十分接近。

史料記載，大黑天是南詔大理國重要的戰神，甚至是國王的化身。《滇游續筆》就稱南詔國王世隆認為自己是大黑天神的化身。大理國時期，國王必須在每年正月十五日早朝受灌頂，並由灌頂師導引”祭觀音”，立壇修法觀想誦咒。大理國《大灌頂儀》記載”聖上胡跪壇前面向師，次灌頂與想彼人上赤色哈字，成火焚......成清淨法身毗盧那佛”又”結請咒印，想自身即是彼佛。次結五佛寶冠印，想頭頂上白色口字成金剛界大毗盧遮那佛。”

在南詔大理國的政教合一統治秩序下，國王——大日如來（毗盧遮那佛）——大黑天有著密切關聯。在大理國王城，國王與毗盧遮那佛”二元呼應”。國王就是法王，安住法界中心；而在大理國的邊境地區，國王化現為大黑天戰神的形像守護疆土。譬如在雲南劍川石鐘寺石窟第6窟（圖二）、沙登箐區石窟第16窟、祿勸縣密達拉摩崖石刻（圖三）等當時大理國邊鎮，均有大黑天石雕形像。大理國時期，大黑天成為最為重要的護法神，此時期流傳下來的經卷、畫卷、塔藏文物、石窟造像、摩崖壁畫都表達著對大黑天的崇敬和依賴。甚至晚至明清時期的雲南，大黑天信仰仍然在大理和昆明地區民間生活中扮演著重要的土主神角色。在全國第三次文物普查中，僅滇池地區132座土主廟中，便有130座供奉大黑天神。以上資料分析可以看出，和阿嵯耶觀音一樣，大黑天是大理國時期佛教密宗教眾最推崇的兩尊神祇，堪稱妙香佛國的”福星”。



Fig. 2



Fig. 3

Fig. 2
A stone figure of Mahakala
Jianchuan Grottoes
Mount Shibao
Dali Kingdom, Yunnan

圖二
大黑天石像
劍川石寶山石窟
大理國,雲南

Fig.3
Stone relief of Mahakala
and Vaishravana
Dali Kingdom, Kunming, Yunnan

圖三
大黑天與毗沙門天摩崖石刻
大理國，雲南昆明

Later Dali Bronzes from Imperial Workshops

Particularly as Acarya Buddhism came to permeate Yunnan's elite, by the late Dali period (12th-13th century) the spontaneity of Nanzhao Buddhist images matured with increasing consistency, and imperial workshops crystalized a Dali style. We particularly see this under the reigns of King Duan Zhengxing (r. 1147-72) and King Duan Zhixing (r. 1172-1200).

Most of the known Nanzhao and Dali bronzes in prominent collections came from these imperial workshops. One important example being the Dali Acuoye Avalokiteshvara in the San Diego Museum of Art, which has a dedicatory inscription dated to the reign of Emperor Duan Zhengxing that informs the dating of comparable figures. A number have been identified within museum collections, such as the British Museum, the Metropolitan Museum, the Art Institute of Chicago, the Museum of Fine Arts, Boston, the Sichuan Museum, the Dali Bai Nationality Autonomous Prefecture Museum, and the Yunnan Provincial Museum (fig.4), etc.

These Acuoye sculptures are around 42-49 centimetres high, and a scientific study, sampling ten, at the Smithsonian, Washington DC, determined that they are cast from a copper alloy with a marked presence of arsenic, probably from local mines, under their lacquered and gilded surfaces. (Paul Jett, "Technologische Studie zu den vergoldeten Guanyin Figuren aus dem Dal-Konigreich", in *Der Goldschatx der drei Pagoden*, Zurich, 1991, pp.68-74.) This arsenical alloy most likely creates Dali sculpture's distinctive porosity within the metal surface, exemplified throughout the Bonhams Mahakala's patina.

大理國晚期的官造佛像

大理國晚期（12-13世紀初）阿吒力密教興盛，舉國精英皆為”釋儒”。這一時期的佛教造像藝術風格也高度一致，特別是在大理國段正興（1147-1172）、段智興（1172-1200）兩位國王時期，造像樣式應由官方統一制定。目前，我們發現海內外著名機構收藏傳世的南詔大理國的重要佛教造像，多為這一時間的官造產品。例如美國聖地亞哥美術館收藏的大理國銅鎏金阿嵯耶觀音像，其裙裾後面刻有一段銘文，指明此尊像是大理國王段政興出資為其子種德植福所造。我們曾以此為標准器找到了一批分別收藏於大英博物館、大都會博物館、芝加哥藝術館、波士頓藝術館等國外博物館，以及四川博物院、雲南省博物館（圖四）、大理州博物館等國內文博機構所藏的阿嵯耶觀音造像。

這些阿嵯耶觀音造像像高均在在42-49釐米之間，表面髹紅漆、鎏金，銅質含砷。美國華盛頓史密森尼學會通過對十尊大理造像的科學研究，證實其鑄造所使用的合金銅含砷量顯著，可能來自當地礦源（參見Paul Jett，”Technologische Studie zu den vergoldeten Guanyin Figuren aus dem Dal-Konigreich”，刊載於Der Goldschatx der drei Pagoden，蘇黎世，1991年，頁68-74)。很可能正是由於使用了這種含砷的合金材料，使得大理造像在鎏金之下的表面呈現多孔質感，在邦瀚斯的這尊大黑天造像的包漿上明顯可見。

雲南省博物館舊藏的一尊9頭18臂3足銅鎏金大黑天像也是類似風格，高度在50釐米左右。美國普林斯頓大學藝術館一件被誤定為是元代的明王像，實則為大理國大黑天銅像（參見趙雲《妙香佛國的大黑天》、《收藏》2016年第8期）。



Fig.4
A gilt copper alloy figure of Acuoye Avalokiteshvara
Dali Kingdom, Yunnan
49 cm high
The Yunnan Provincial Museum

圖四
銅鎏金阿嵯耶觀音立像
大理國，雲南
高49釐米
雲南省博物館藏



In the Yunnan Provincial Museum, there is a 50cm-high gilt bronze figure of Mahakala with nine heads, eighteen arms, and three feet, in a very similar style. The Princeton University Art Museum also has a Dali bronze of Mahakala, which was mistakenly attributed to the Yuan Dynasty and wrongly identified as a Vidyaraja, (see Zhao Yun, "The Mahakala of the Dali Kingdom", in *Collection*, Shaanxi, 2016, vol. 8).

Again informing a date for the Bonhams Mahakala, a stone sculpture of Mahakala was found near Mount Shibao in Jianchuan, dated by inscription to, "the fourth year of Shengde" (1179). Moreover, the aforementioned *Dali Kingdom Buddhist Scroll* by Zhang Shengwen is dated by colophon to the "the fifth year of Shengde" (1180).

During renovations of the three pagodas of Dali Chongsheng Temple in 1976-9, over 680 artefacts, mostly from the Dali Kingdom, were discovered within the Qianxun Pagoda. Among the hoard was a silver Dali Kingdom figurine of Mahakala (fig.5), which closely resembles the *Dali Kingdom Buddhist Scroll* Mahakalas, the Jianchuan grotto relief, and the Bonhams Mahakala.

In addition to well-studied Acuoye Avalokiteshvaras, Nanzhao and Dali Mahakalas deserve further research, being the other most important deity in Yunnan during this period. The present comparative study attributes the Bonhams Mahakala to the imperial workshop of the later Dali period, dated between the late 12th and early 13th century. It is a work of great artistic, historic, and scientific value – and an important example, which will hopefully be made available for further study to help deepen our understanding of Buddhist art and history in the Dali Kingdom.

另外，劍川石寶山大黑天石雕附近發現有大理國盛德四年（1179) 題記；前文提到的《宋時大理國描工張勝溫畫梵像卷》自帶"盛德五年（1180）"紀年。

1976至1979年，雲南省文物工作隊對大理崇聖寺三塔進行維修時，在主塔——千尋塔塔頂和塔基清理出文物680余件，絕大多數是大理國文物。其中發現有一尊銀質大理國大黑天立像（圖五），其藝術風格也與《宋時大理國描工張勝溫畫梵像卷》和劍川石窟的大黑天一致。對比香港邦瀚斯推出的大黑天像，兩者風格極其相似。

相比南詔大理國的阿嵯耶觀音造像而言，大黑天造像在學術界和藝術品市場的研究深度和接受程度尚有提升空間。通過對比研究，香港邦瀚斯推出的這尊大黑天銅像實為一件重要的大理國晚期官造佛像，具有較高的歷史、藝術和科學價值，為大理國佛教雕刻藝術史的研究增添了重要的實物資料。



Fig.5
A silver figure of Mahakala
Excavated from Qianxun Pagoda
Dali Kingdom, Yunnan
8 cm high
The Yunnan Provincial Museum

圖五
銀質大黑天
大理千尋塔出土
大理國，雲南
高8釐米
雲南省博物館藏



11
A STONE PLAQUE OF VAISHRAVANA
TIBET, CIRCA 13TH CENTURY
Himalayan Art Resources item no.2451
5.3 cm (2 1/8 in.) high

HK$600,000 - 800,000

The guardian of the North, and the giver and protector of treasures, Vaishravana, is modeled with a bare torso and feet, in his typical plump form, holding a narrow parasol and adorned with regalia. The mongoose in his lap disgorges jewels into a neat pyramid below. Meanwhile, his lion mount is meticulously and powerfully conceived with an alert upturned tail, sharp claws, and a fierce snarl.

Representations of the wealth god without his heavy suit of armor and boots are extremely rare, and the emphasis on the body, rather than on encumbering regalia, is congruent with the spirit of early Tibetan art from the 12th-14th centuries. This unusual depiction of him, with his lion mount but unclad, also suggests the piece is a transitional representation of the wealth god, combining otherwise exclusive elements associated with the early Indian form of Jambhala and later Tibetan forms of Vaishravana. The Rubin Museum of Art holds two other examples of this in bronze, dated 13th/14th century (HAR item nos.70699 & 90051).

Masterfully carved in a fine-grained yellow stone resembling the andagu plaques of the Pala and Pagan periods (8th-13th centuries), small-scale works for personal worship were treasured pilgrimage tokens produced in a variety of media. For instance, a related example and a 12th-century lapis lazuli image of Bhutadharma are held in the Nyingjei Lam Collection (Weldon & Singer, *The Sculptural Heritage of Tibet*, London, 1999, pp.69 & 143, fig. 40 & no.61).

Published
Meinrad Maria Grewenig and Eberhard Rist (eds), *Buddha - 2000 Years of Buddhist Art: 232 Masterpieces*, Völklingen, 2016, pp.380-1, no.163.

Exhibited
Buddha - 2000 Years of Buddhist Art: 232 Masterpieces, Völklinger Hütte, Völklinger, Germany, 25 June 2016 - 5 March 2017.

Provenance
Private European Collection

多聞天王石牌
西藏，約十三世紀
喜馬拉雅藝術資源網2451號
高5.3釐米（2 1/8英吋）

600,000 - 800,000 港元

多聞天王是北方法界之護法神，亦是民間供奉的財寶天王。天王腹大體胖，上身袒露，足下無靴，飾瓔珞臂釧。右手持寶傘，左手持吐寶鼠，口吐之寶珠堆積成山。其獅子座騎刻畫得生動有力，四爪鋒利，獅尾上翹，神情警戒，觀者彷彿能聽見其兇猛咆哮。

無穿戴盔甲和武靴的多聞天王極為罕見，此件作品以對身型的詮釋作為重心，而非其衣飾，與十二至十四世紀早期西藏藝術的創作精神一致。這種騎獅卻坦露上身的獨特造型結合了早期印度財神的形象元素和西藏多聞天王的特有元素，為轉型期的代表作品。此拍品與魯賓藝術博物館的兩件十三／十四世紀多聞天王銅像異曲同工（參見喜馬拉雅藝術資源網70699和90051號）。

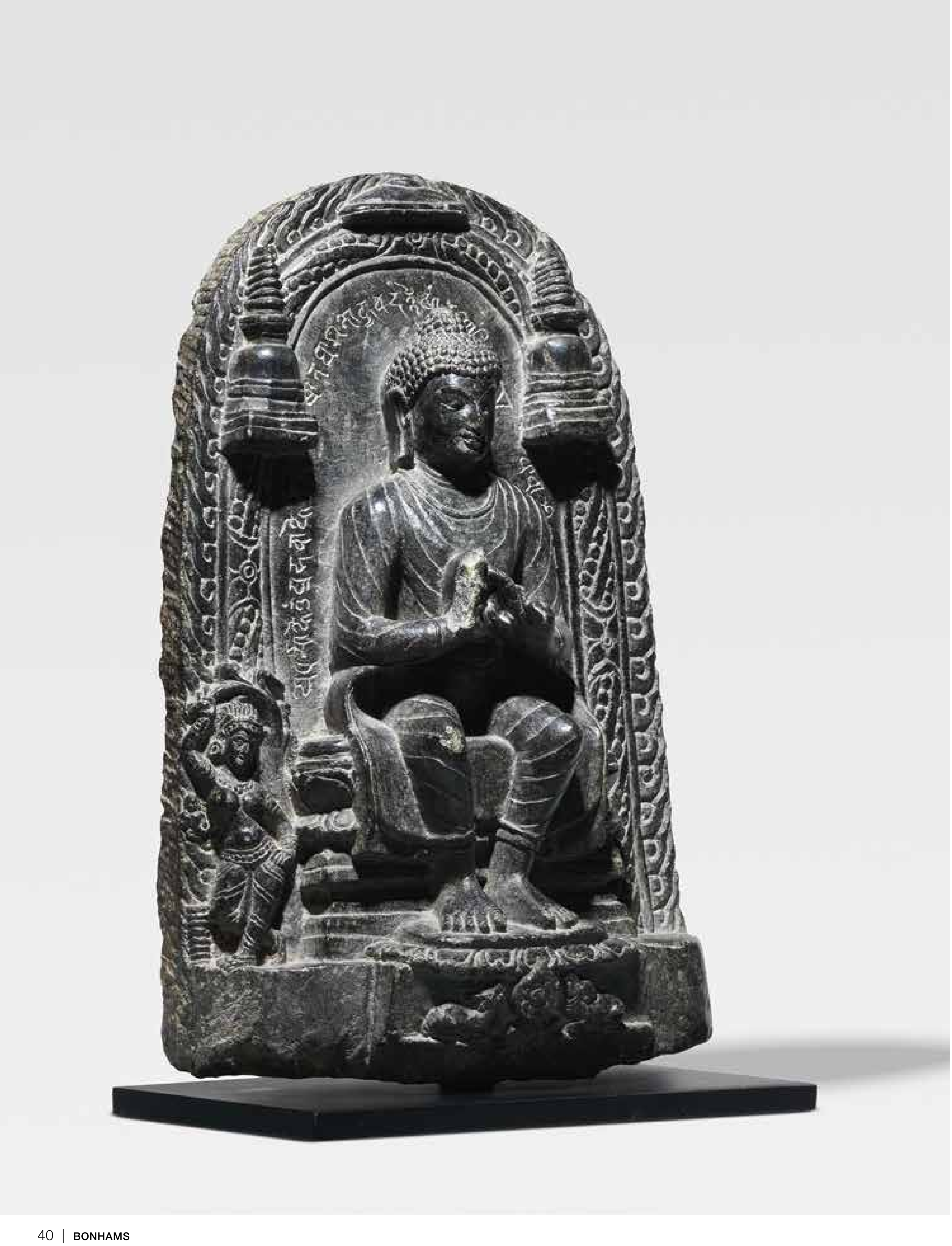
此石牌以黃石雕刻，類似於帕拉與蒲甘時期（八至十三世紀） 的小型石碑，此類供個人供奉所用的小型作品是備受歡迎的朝聖紀念品，可以多種不同材料製作 。例如，菩薩道收藏中的一件十二世紀可比作品便以青金石製成（參見Weldon與Singer，*The Sculptural Heritage of Tibet*，倫敦， 1999年，頁69和 143，圖40，61號）。

著錄
Meinrad Maria Grewenig與Eberhard Rist (編)，*Buddha - 2000 Years of Buddhist Art: 232 Masterpieces*，弗爾克林根， 2016年，頁380-1，163號。

展覽
Buddha - 2000 Years of Buddhist Art: 232 Masterpieces, Völklinger Hütte，弗爾克林根， 德國， 2016年6月25日 –2017年3月5日。

來源
歐洲私人收藏





12

A BLACKSTONE STELE OF BUDDHA
NORTHEASTERN INDIA, PALA PERIOD, 10TH/11TH CENTURY
30 cm (11 7/8 in.) high

HK$300,000 - 400,000

Seated as if before an audience, Buddha's downcast eyes attend to the gesture of his fingers, which depict him forwarding the *dharma* for all sentient beings. Two deer listen from below, alluding to his first sermon at Deer Park after reaching enlightenment. Meanwhile, to his right is an effigy of his immaculate birth, and above each shoulder are stupa reliquaries that house his sacred ashes, forming a poignant visual synecdoche encapsulating Buddha's time and purpose spent within the mortal realm. An inscription encircling his frame decrees:

"All phenomena arise from causes;
Those causes have been explained by the Tathagatha,
And their cessation too has been taught by the Great Shramaṇa."

This wonderfully compact sculptural homage to the great sage and his teachings is finished with a lustrous, high polish to the black chlorite characteristic of Pala stone sculpture. His distinctive pose finds precedent at least as far back as a 6th-century sandstone stele from nearby Sarnath, and is repeated in a number of Pala examples which can all be viewed on the Huntington Archive, scan nos.1588 and 2795, 3146 & 3613.

Provenance
Acquired from Georg Hartl, Munich, 1 July 1981

黑石佛陀說法碑
印度東北部，帕拉時期，十／十一世紀
高30釐米（11 7/8英吋）

300,000 - 400,000 港元

佛陀雙手結說法印，雙目俯視身前，好似向眾人講述義理，以佛法之智慧開悟世人。其足下有雙鹿做聆聽狀，暗指釋迦摩尼成佛後在鹿野苑第一次宣說佛法。主像右下方刻劃了摩耶夫人在蘭毘尼園生下釋迦牟尼之場景，兩座保有其骨灰的舍利塔座落於佛陀雙肩之上，從誕生至涅槃，看似簡單的構圖巧妙地囊括了佛陀在世間暫留的意義。一行銘文環繞主尊法身：

"諸法從緣起，如來說是因，彼法因緣盡，是大沙門說。"

石碑黝黑锃亮，所用石材為帕拉所特有，以簡潔的藝術形式頂禮聖人及其所宣揚之佛法。此處佛陀坐姿獨特，此種坐姿在早至六世紀的鹿野苑附近砂岩雕像上便有使用，後亦重複出現於帕拉作品中，參見佛教圖像資料庫Huntington Archive文獻編號1588，2795，3146及3613。

來源
於1981年7月1日購於Georg Hartl，慕尼黑



13

A COPPER ALLOY FIGURE OF A SNAKE GODDESS
ORISSA OR BENGAL, PALA PERIOD
11TH CENTURY
14.6 cm (5 3/4 in.) high

HK$320,000 - 480,000

Pal discusses this bronze as an eccentric Pala-period sculpture, without any known peers, that is 'evidence of a talented sculptor with a flair for originality'. Most unusually, the snake goddess rests above a mysterious globe-like seat. She could have been worshipped in a Hindu, Jain, or Buddhist setting, as a reverence for snakes in South Asia saw them incorporated into all three religions, being associated with vital winding rivers, monsoons, and water. In tantric doctrine, subdued snakes symbolize a deity's ability to quell harmful forces and poisonous emotions.

Published
Pratapaditya Pal, *The Elegant Image: Bronzes from the Indian Subcontinent in the Siddharth K. Bhansali Collection*, New Orleans, 2011, pp.76-7, no.38

Provenance
The Siddharth K. Bhansali Collection
Acquired in New York, circa 1990

靈蛇女神銅像
奥里萨或孟加拉地区，帕拉時期，十一世紀
高14.6釐米（5 3/4 英吋）

320,000 - 480,000 港元

Pal博士曾在其著錄中討論此尊銅像，稱其為帕拉時期的異乎尋常之作，"其創作者獨具匠心、天資出眾"，尚未知任何類似作品存世。此尊靈蛇女神端坐於球形寶座之上，實屬罕見。靈蛇是南亞宗教中的常見形象，出現於印度教、耆那教以及佛教經典之中，常被與河流、雨季及水聯繫在一起，因而此靈蛇女神可能為三教中任一教之信徒所崇拜。在密宗教義中，降伏靈蛇亦有特別的寓意，其象徵尊神除害消災之強大法力。

著錄
Pratapaditya Pal，*The Elegant Image: Bronzes from the Indian Subcontinent in the Siddharth K. Bhansali Collection*，新奧爾良，2011年，頁76-7，38號

來源
Siddharth K. Bhansali 珍藏
於1990年前後購於紐約







14

A BLACKSTONE STELE OF KHASARPANA LOKESHVARA
BIHAR OR BENGAL, PALA PERIOD, 11TH/12TH CENTURY
95.4 cm (37 1/2 in.) high

HK$3,000,000 - 4,000,000

Superbly carved with full-bodied lotuses in bloom beside the Bodhisattva's compassionate expression. His downward gaze instructs the eye across crisply defined jewelry and sashes towards his right hand extended in charity. In wonderful detail, the hems of his lower garment terminate with frilled edges conveying a weight and texture to the cloth otherwise diaphanous and rarely distinguished on Pala sculpture.

Grewenig eloquently discusses the piece's subject matter and style in its recent exhibition catalog:

"Until the 10th century AD, many large Pala steles of Avalokiteshvara show the Bodhisattva in a standing position...In the 11th and 12th centuries, however, the form of representation with two arms and seated in a relaxed position (lalitasana) prevails. This form is referred to in contemporary meditation and ritual texts (sadhana) as Khasaparna Lokeshvara ("the Lord of the world who glides through the air [to save all creatures]"). Of the four companions named in the texts, two are depicted here: to his right the youthful Sudhana with a book in the crook of his arm and to his left the plump figure of Hayagriva, who is the personification of a protection spell used by Avalokiteshvara. The wrathful characteristics of Hayagriva are elaborated in great detail: for example the wide open eyes, furrowed eyebrows, broad nose and hair standing up like flames. Buddhist steles from the mature Pala period with such a wealth of decoration across the entire surface usually come from Munger or Bhagalpur districts in Bihar, or from Bengal."

The Lord of Compassion is joined by the Five Tathagathas emerging from swirling lotus vines above him. Their torsos are robust and *prana*-filled. Each displays their characteristic *mudra* that references a major moment in Shakyamuni's life, often occurring at a pilgrimage site with the Pala kingdom's realm. Each also embodies Shakyamuni's perfection of the five poisonous emotions that perpetuate karma and suffering – ignorance, pride, anger, desire, and jealously – reminding us of their shortcomings.

Published
Stephen von der Schulenburg, Museum Angewandte Kunst, *Buddha: 108 Encounters*, Frankfurt, 2015, p.49, fig.10.
Meinrad Maria Grewenig and Eberhard Rist (eds), *Buddha - 2000 Years of Buddhist Art: 232 Masterpieces*, Völklingen, 2016, pp.110-1, no.30.

Exhibited
Buddha - 2000 Years of Buddhist Art: 232 Masterpieces, Völklinger Hütte, Völklinger, Germany, 25 June 2016 – 5 March 2017.

Provenance
Private Collection, United Kingdom, 1970s
Christie's, Amsterdam, 18 October 2005, lot 38
Private West Coast Collection
Christie's, New York, 21 March 2012, lot 739

黑石觀音碑
比哈爾或孟加拉地區，帕拉時期，十一/十二世紀
高95.4釐米（37 1/2英吋）

3,000,000 - 4,000,000 港元

觀世音菩薩呈寂靜慈悲之面像，左右兩旁綻放著碩大的蓮花。他目光微向右下方，滿身瓔珞飾帶雕琢精細，右手向下施予願印。下衣如透明薄紗幾乎難以辨別，乃帕拉石雕的典型特徵，此處僅在腳踝處呈現精美的波紋狀邊緣，傳遞出質地與重量感。

Grewenig在最近的展覽目錄中討論了該作品的主題和風格：

「公元十世紀以前，帕拉大型塑像多以站立姿勢呈現觀世音菩薩...然而，在十一世紀和十二世紀，刻畫雙臂觀音輕鬆自然呈遊戲坐姿的做法則更為盛行。 這種形式在當代的冥想及儀式文獻中被稱為空行觀音（「划過空中［拯救眾生］的世主」）。 在文獻中指出的四名侍從中，兩名在此尊佛碑上出現：菩薩右側相貌年輕的善財童子以手臂夾書，左邊則是體態豐滿的馬頭明王，他是大悲觀音菩薩保護咒的化現。馬頭明王的憤怒特徵無不被細緻地刻畫出來，例如圓瞪的雙眼，緊皺的眉頭，寬闊的鼻子和火焰狀怒髮。 裝飾如此豐富華麗的創作於帕拉成熟時期的佛教石碑通常來自比哈爾邦的蒙格埃爾或帕格爾布爾地區，或者來自孟加拉地區。」

五方佛於藤蔓中呈現在觀世音菩薩上方。 他們身軀健壯，且充滿「生命之氣」。每尊五方佛都施以其特有的手印，分別象徵釋迦牟尼一生中的不同重要時刻，這些重要事件多發生在帕拉王朝領土以內的朝聖地點 。五方佛也象徵釋迦牟尼所征服的五毒，指貪、嗔、癡、慢、疑五種情緒，乃痛苦與無知的根源。

著錄
Stephen von der Schulenburg，法蘭克福應用藝術博物館， *Buddha: 108 Encounters*， 法蘭克福，2015年，頁49，10號。
Meinrad Maria Grewenig and Eberhard Rist （編），*Buddha - 2000 Years of Buddhist Art: 232 Masterpieces*，弗爾克林根， 2016年，頁110-1，30號。

展覽
Buddha - 2000 Years of Buddhist Art: 232 Masterpieces，Völklinger Hütte ，弗爾克林根， 德國， 2016年6月25日–2017年3月5日。

來源
英國私人珍藏，上世紀七十年代
佳士得，阿姆斯特丹，2005年10月18日，拍品38號
美國西海岸私人珍藏
佳士得，紐約，2012年3月21日，拍品739號



15

A COPPER ALLOY SHRINE TO RISHABANATHA
JHARKHAND OR BIHAR, PALA PERIOD, 9TH CENTURY
The reverse with a single line inscription in Proto-Bengali script identifying the donor, 'Sadhuka'.
19.4 cm (7 5/8 in.) high

HK$1,000,000 - 1,500,000

The bronze has a tremendous pedigree, having passed between the two most important private collections of Jain art in America: The Jina Collection, formed over decades until 2001, and the Siddharth K. Bhansali Collection, formed between the 1970s to the present day.

Of the bronze, Dr. Pratapaditya Pal elegantly writes:

"One of the most elaborate of the ensembles to have survived from eastern India, the sculpture is a lively composition with Rishabhanatha as the central Jina...In contrast to his unwavering meditative stance, two lively attendant flywhisk bearers in swaying postures fan him on either side...The two seated divine acolytes on either side...symbolize prosperity and wellbeing, the male on the Jina's right by his robust body and the other a female with a child. Both the sects of Jainism identify the *yaksha* and *yakshi* attendants of Rishabha as Gomukha and Chakreshvari, but the figures here are clearly Sarvanubhuti and Ambika. As Shah has discussed, in the 9th century and earlier, in western India as well, the Jina is associated with Sarvanubhuti and Ambika.

"Regal symbolism is now grafted to the imagery not only by the flywhisk bearers, but also by seating the Jina on a lion throne with two whimsical, stylized animals added in the front. The crossbar of the throneback carries a halo with a flame fringe supported inside by a central stem with two branches ending in leaves, as if to symbolize a wish-fulfilling tree, even as they serve a utilitarian purpose securing the nimbus. The same motif is repeated below as attachments for the Jina's figure. Both the form of the aureole and this particular design element are encountered in Buddhist bronzes from Nalanda... which could have been a stylistic source for the atelier that produced this handsome ensemble. The inscription at the back provides the name of the donor as Sadhuka, while the paleography of the script corroborates a 9th-century date."

Published
Frederick Schultz & Peter Marks, *The Jina Collection*, New York, 2001, no.5.
Phyllis Granoff (ed.), *Victorious Ones: Jain Images of Perfection*, New York, 2009, p.192, no.S17.
Pratapaditya Pal, *The Elegant Image: Bronzes from the Indian Subcontinent in the Siddharth K. Bhansali Collection*, New Orleans, 2011, p.68, no.30

Provenance
The Jina Collection
On loan to the Freer Gallery of Art, Arthur M. Sackler Gallery, Smithsonian Institution, Washington DC, 8 July 1991 - 12 September 2000
Frederick Schultz & Peter Marks Gallery, 2001
Siddharth K. Bhansali Collection, acquired from the above

勒舍婆那陀銅像
賈坎德邦或比哈爾邦，帕拉時期，九世紀
銅像後端刻有一行古孟加拉语銘文，識別捐助者為「Sadhuka」。
高19.4釐米 （7 5/8英吋）

1,000,000 - 1,500,000 港元

此尊銅像傳承自兩個美國最重要的耆那藝術私人收藏："耆那珍藏"（The Jina Collection），活躍數十年直至2001年；以及Siddharth K. Bhansali私人珍藏， 始於70年代，活躍至今。

Pal博士曾如此優雅地描述此尊造像：

「此件作品設計精心，細節豐富，在東印度流傳下來的造像之中實屬上乘。其以勒舍婆那陀為主像，構圖無比生動……主尊兩旁隨從手持拂麈，姿態優雅富於動感，與靜坐冥想中的勒舍婆那陀形成鮮明對比……中心人物下方盤坐兩位侍僧，象徵著繁盛與福祉，男性於耆那身右，女性與孩童於其身左。 耆那教兩派別都認為勒舍婆那陀兩旁之藥叉與藥叉女為Gomukha和Chakreshvari，但此尊銅像組合中的人物顯然是Sarvanubhuti和Ambika。 正如Shah所述，9世紀以前，無論在印度東部或西部，耆那皆與Sarvanubhuti和Ambika時有相關。」

「此尊銅像不僅以手持拂麈隨從襯托出耆那之王者形象，其身下之雄獅寶座及寶座前的兩尊奇獸皆有相似寓意。寶座後方攜有焰緣的背光環，光環中央由楹支撐兩分枝，彷彿象徵一棵祈願樹，而實則作為背光的結構性支撐，相同的藤蔓設計也重複於下方耆那兩側。此種背光風格與結構設計均可見於那爛陀造像，由此可推測這件作品的創作靈感可能來自那爛陀。銅像背面的銘文指出捐助者名為Sadhuka， 銘文書體體現九世紀的時代特徵。」

著錄
Frederick Schultz 與 Peter Marks，*The Jina Collection*，紐約， 2001年, 5號。
Phyllis Granoff （編），*Victorious Ones: Jain Images of Perfection*，紐約， 2009年，頁192, S17號。
Pratapaditya Pal，*The Elegant Image: Bronzes from the Indian Subcontinent in the Siddharth K. Bhansali Collection*，新奧爾良，2011年，頁68， 30號。

來源
耆那珍藏（The Jina Collection）
出借於弗瑞爾美術館，亞瑟·M·賽克勒美術館，史密森學會，華盛頓，1991年7月8日— 2000年9月12日。
Frederick Schultz & Peter Marks Gallery， 2001年
Siddharth K. Bhansali私人珍藏， 於上述收藏購入







16

THE SONNERY KURKIHAR BUDDHA
COPPER ALLOY WITH SILVER AND COPPER INLAY
KURKIHAR, PALA PERIOD, 11TH CENTURY
Himalayan Art Resources item no.2449
39 cm (15 3/8 in.) high

HK$8,000,000 - 12,000,000

Provenance
Collection of Jean-Louis Melchior Sonnery de Fromental (1920-1995), acquired 1960s, by repute
Private French Collection, acquired from the above, 1980s
Collection FKH, USA, acquired from the above, 2012

Jean-Louis Melchior Sonnery de Fromental, heir to a textile fortune in Lyon, was a famous archaeologist and collector of Pre-Colombian art at a time when Indian sculpture was sold alongside Pre-Colombian material in London auctions of 'Primitive Art'. Sonnery went on to author several books on African and Pre-Colombian art with the French collector and aesthete Gerald Berjonneau between 1985 and 1995.

The standing Crowned Kurkihar Buddha is a canonical image in Buddhist art. The position of each finger is consistent across all its representations. One hand is held in *abhaya mudra*, and the other holds the inner hem of the cape-like robe. The delicate way it is held creates movement in the erect frontal image. The use of copper and silver inlay creates a compelling visual rhythm, directing the viewer's gaze upward across the elegant silhouetted frame, rising to a crescendo of profound sweetness and grace within the rounded face. The concept of the Crowned Buddha originated within the Pala period, spreading vastly throughout Southeast Asia, China, and the Himalayas, and survives today in important images, such as the Jowo Shakayamuni at the Jokhang, Lhasa, the most sacred Buddha image in Tibet.

The Sonnery Kurkihar Buddha is roughly contemporaneous with the Atisha period in Tibet (1st half of the 11th century), which initiated a two-century wave of cultural exchange wherein Indian bronzes were collected by Tibetans and served as the models of inspiration for their own early styles. Indicated by the remnants of a smoky black residue across its unexcavated patina, the Sonnery Kurkihar Buddha may have been one such high commission that travelled to Tibet during the Chidar.

Executed during the pinnacle of Pala sculpture's golden age, the Sonnery Kurkihar Buddha ranks among superior examples from the Kurkihar hoard in the Patna Museum, and surpasses almost all related Pala bronzes in Western museums. It is the most important Pala bronze to be auctioned in recent memory, indicative of Northeastern India's pivotal role in the spread of Buddhism throughout Asia.

索納理庫基哈爾佛像
銅合金，錯銀，錯紅銅
庫基哈爾， 帕拉時期，十一世紀
喜馬拉雅藝術資源網2449號
高39釐米（15 3/8英吋）

8,000,000 - 12,000,000港元

來源
尚-路易梅爾希奧索納理佛羅蒙特（1920-1995）珍藏，購於六十年代，傳
法國私人珍藏，於八十年代購於上述收藏
FHK珍藏，美國，於2012年購於上述收藏

尚-路易梅爾希奧索納理佛羅蒙特是法國里昂紡織業大亨的后嗣，同時亦是著名的考古學家和前哥倫布藝術收藏者。在當時，拍賣行時常將印度造像與前哥倫布時期的藝術品一同放在名為「原始藝術」的倫敦專場中出售。在1985與1995年間，索納理與身為藏家和美學家的傑拉德貝爾若諾一同撰寫了數部關於非洲與前哥倫布藝術的著錄。

此尊庫基哈爾寶冠佛立像實為佛教藝術的典範。佛陀手指的姿態遵循了此類造像的固定模式，右手結施無畏印，左手持僧袍衣角。柔美的手型為此尊直立正面像注入了動感。錯銀與錯紅銅的工藝為觀者增添了視覺韻律，引導目光自下而上，滑過優雅的輪廓，最終落於其甜美而莊嚴的面龐。寶冠佛的形象始於帕拉時期，後廣泛流傳於東南亞、中國、以及喜馬拉雅地區。時至今日，寶冠佛仍然是重要的佛陀形象之一，人稱西藏最神聖的大昭寺覺臥佛像便為一列。

索納理庫基哈爾佛像的創作時間大體與阿底峽活躍於西藏同時（十一世紀上半葉）。在其後的兩百年間，西藏與印度文化交流頻繁，許多印度造像被帶入西藏，並且成為早期西藏造像的靈感源泉。 從包漿上判斷，此尊造像並非出土，但表面可見煙燻式的黑色殘留物質，說明其可能在后弘期時來到西藏。

索納理庫基哈爾佛像誕生於帕拉造像的黃金時期，與庫基哈爾出土的造像群相比數一數二，比任何現藏於西方博物館的帕拉造像都更勝一籌。此造像詮釋了東北印度在佛教傳播中的重要角色，是近年來拍場上出現的最為重要的帕拉造像。



Jean Louis Sonnery, circa 1948
尚-路易索納理，約1948年



Treasure of Pala Art: A Crowned Kurkihar Buddha

Essay by Luo Wenhua
Researcher at the National Palace Museum, Beijing, August 2017

Pala art, also known as the Pala-Sena school, is an artistic style that flourished in Northeastern India during the Pala Dynasty. Originating in the region of Bengal, the Pala Empire was established as King Gopala conquered Magadha in 660, with its political center located at present day Bihar and Bangladesh. Spanning 500 years and 18 generations of rulers, this pro-Buddhist imperial power reached its height during the late-8th to early-9th century, and was dethroned by the Sena dynasty in the mid-12th century.

The final peak of Buddhist art in India, Pala art has far-reaching influence on neighboring regions – from Southeast Asia, the Himalayas, to China. With tremendous impact on Tibet, the Pala legacy is still reflected in Tibetan art till this day. From the 8th century to the 12th century, Pala artists created numerous magnificent works, many of which survived in museums in India, including the National Museum, New Delhi, the Indian Museum, Calcutta, and the Patna Museum.

Stone sculpture is probably the most prevalent and well-preserved form of Pala art, followed by metal sculptures. During the Muslim invasion in the late 12th century, many monasteries were destroyed and valuables looted. Large-size sculptures, that are too heavy to carry, were either ravaged or buried underground. Monks escaped one after another and brought with them smaller statues, scriptures, and ritual implements, many of which later survived in monasteries in Tibet and Burma. Preceding this were two centuries of cultural exchange within which many Tibetan pilgrims also brought sculptures from India back to Tibet. In the Potala Palace, Jokhang Monastery, Norbulingka, and Shakya Monastery, numerous works from the Pala period are still being worshiped today (fig.1).

The majority of Pala art originated in the region of Magadha, where copper mines had been discovered in early centuries. As a result, the number of surviving bronze sculptures from this period greatly surpasses that of the Gupta (320-550) and Post-Gupta (500-750) periods. Excavated Pala bronzes were mostly from south Magadha, where the Nalanda monastery (fig.2) and Kurkihar are two of the most important sites.

Founded in the Gupta period, Nalanda monastery was a symbol of East Indian Buddhism, drawing far-reaching foreign pilgrims, till the 10th century. Xuanzang of the Tang Dynasty once studied in this monastery, and left detailed accounts of its architecture and monastic community. Among the 51 bronze sculptures excavated in Nalanda, 23 were from early Pala (before 10th century), mostly made of copper, bronze, and brass. Gilt copper sculptures were also been found in this site. While very popular in Nepal and Tibet, gilt copper pieces are rarely seen in India.

In 1930, nearly 150 metal sculptures, known as the 'Kurkihar hoard', were excavated in Kurkihar in the Gaya region of present day Bihar, all of which have been preserved in the Patna Museum, India. Among these excavated works, almost a hundred bear inscriptions, dating them to the 10th to 12th century, later than those found in Nalanda. Materials used in Kurkihar sculptures are mostly brass and bronze, rarely gilt copper. Also different from Nalanda bronzes is the frequent use of silver and copper inlay by Kurkihar artists. Inset stones and glasses would probably have also been popular decorations for works from both sites, though many of them are now missing from the surviving sculptures.[1]

波羅藝術遺珍：庫爾基哈爾寶冠釋迦牟尼佛

文：羅文華
故宮博物院研究員，2017年8月

波羅藝術主要指東北印度波羅王朝時期創造的藝術形式。波羅王朝興起於孟加拉的小邦，660年由瞿波羅王（Gopala）攻取摩竭陀（Magadha）後立國，其統治中心在今天的比哈爾邦和孟加拉國一帶。波羅王朝傳承18世，歷經500年，支持佛教。波羅王朝全盛時期是在8世紀末至9世紀前半葉，12世紀中葉，波羅王朝被伊斯蘭化的色納王朝（Sena）推翻。波羅藝術流行的時間跨度是8－12世紀，也有學者將波羅藝術稱為波羅－色納藝術（Pala-sena school）。

波羅藝術是印度佛教藝術最後的輝煌，其中心雖然偏東北方一隅，但是它的影響範圍非常大，從東南亞到喜馬拉雅山文化圈，一直深入到東亞的中國內地，其中對中國西藏的藝術影響至深至遠。波羅藝術從8世紀發端，至12世紀因穆斯林軍隊的入侵而衰微，歷400余年，創造了輝煌的藝術作品，保存至今數量非常多。在印度大博物館，諸如：新德裡國家博物館（National Museum, New Delhi）、加爾各答印度博物館（Indian Museum, Culcatta）、帕特納博物館（Patna Museum）等處，波羅時期的大型石雕作品均有數百件之多。

波羅藝術品中，石雕最有名，保存數量也最多，另外，還有陶質和金銀銅質鑄像等。12世紀晚期，穆斯林軍隊入侵，毀壞寺廟，搶奪財富，僧人逃散，大型雕塑無法帶走，或埋於地下，或橫遭劫掠。僧人們只是把能拿得動的小佛像、經典和法物隨身攜帶。這些藏品後來大量保存在西藏、緬甸浦甘(Pagan)的寺廟中。在此之前的兩百年裡，亦有不少西藏朝聖者從印度攜帶造像返回西藏。迄今在布達拉宮、大昭寺、羅布林卡和薩迦寺中仍有大量的波羅時期的藝術作品保存下來，作為神聖法物供奉（圖一）。

波羅藝術的中心主要分布在摩竭陀地區，這一地區很早就發現有銅礦，銅造像一直是當地重要的造像形式，這一時期保存下來的銅造像數量較以前的笈多（320-550）、後笈多（500-750）時期要超出很多。從目前考古發現的情況來看，波羅王朝銅造像出土地主要集中在摩竭陀南部，有兩處最為重要：一處是晚期佛教中心那爛陀寺（Nalanda Monastery，圖二）的遺址，一處是重要窖藏佛像發現地庫爾基哈爾（Kurkihar）。



Fig.1
A copper alloy figure of Crowned Buddha
Kurkihar, 11th/12th century
Potala Palace Collection, Lhasa
Photo: after von Schroeder, *Buddhist Sculptures in Tibet*, vol.1, Hong Kong, 2001, pp.248-9, no.77F

圖一
寶冠釋迦摩尼銅像
庫爾基哈爾，十一／十二世紀
藏於布達拉宮，拉薩
圖片來自von Schroeder，*西藏佛教造像*，卷一，香港，2001年，頁248-9，77F號





Fig.2
A view of Nalanda today
Bihar, Northeastern India
Photo: Michelle Smith Collaboratory for Visual Culture, University of Maryland

圖二
那爛陀寺遺址
比哈爾邦，東北印度
圖片來源：Michelle Smith視覺文化合作實驗室，馬裡蘭大學

The history of Kurkihar remains a point of dispute. The name “Kurkihar” bares similarity to the historical site “Kukkutarama Vihara”, recorded by Xuanzang as a place close to Patiliputra (present day Patna), therefore the two may well refer to the same location. However, renowned archaeologist Alexander Cunningham associated Kurkihar with a famous Buddhist site Kukkutapada Mountain, where Mahakasyapa’s body is said to be enshrined until the appearance of Maitreya. Not far from Bodh Gaya, Kukkutapada Mountain had also appeared in Xuanzang’s account. While archeology has yet to prove if Cunningham’s theory is correct, it would explain why such a rich hoard of sculptures were to be found at Kurkihar .[2]

Having discussed the important place of Pala sculpture and Kurkihar within the medieval Buddhist world, it is easier for us to attribute and appreciate the significance of the Sonnery Kurkihar Buddha.

The crowned and bejeweled Buddha image, adopted by the present sculpture, represents a deviation from the orthodox art tradition in which the Buddha is depicted without ornament. Many explanations have been given for its origin and meaning. Some believe it combines the appearances of Prince Siddhartha and the Buddha, while others consider it a unification of Buddha in *sambhogakaya* and *nirmanakaya* nature. Regardless of origin, the crowned Buddha image played an important role in late Eastern Indian Buddhism. Even the earth-touching Buddha statue in Bodh Gaya’s Mahabodhi Temple had been worshiped with an added crown during the Pala period. The popularity of this image has been spread to many other regions, and its influence can be seen in sculpture and paintings of Tibetan Buddhism.

那爛陀寺是東印度重要的佛教中心，興起於笈多時期，唐代高僧玄奘到此學習，對其建築規模、主要寺廟以及僧人數量作了詳細描述，一直到10世紀這裡都是東印度佛教的標志。此後，日漸衰微，12世紀毀於穆斯林軍隊的破壞。那爛陀寺出土的銅造像共51件，其中23件是屬於波羅時期，而且均為波羅早期，即10世紀以前，材質以紅銅、青銅和黃銅為主，其中還有紅銅鎏金像。用紅銅鎏金技術造像在尼泊爾、西藏最為流行，在印度造像中是比較罕見的。

1930年，在今天比哈爾邦迦耶地區（Gaya）的庫爾基哈爾村的窖藏中一次性出土了將近150件銅造像，這些造像均藏在帕特納博物館。其中將近一百件有各種題記，這些題記提供的年代證明這些銅造像大部分鑄造於10-12世紀間，較那爛陀寺發現的銅造像晚。這裡的銅造像大多數為黃銅和青銅，極少紅銅鎏金，而且在這裡發現的銅造像普遍采用錯銀和紅銅裝飾技術，那爛陀造像中就很少使用。有一些造像嵌件脫落，很可能還鑲嵌寶石和玻璃，與那爛陀造像裝飾特點一脈相承。[1]

庫爾基哈爾的歷史一直晦昧不清。其地名與玄奘提到的離華氏城（Patiliputra, 今天帕特納）不遠歷史悠久的雞園寺（Kukkutarama Vihara)很接近，二者可能是同一地點。不過，著名考古學家康林罕（A. Cunningham)認為Kurkihar相當於玄奘所提到的離菩提迦耶不遠的著名佛教聖地雞足山（Kukkutapada Mountain)，即大迦葉入定之處。果真如此，則庫爾基哈爾如此眾多造像的發現不僅很正常，更是展示其佛教繁榮的重要證據。只是目前尚需更多的考古發掘來證實這些結論。[2]

梳理清楚了東印度波羅造像發展的歷史和各自的特點，我們再來審視這尊寶冠佛造像，對其年代和區域風格的判斷就要清楚容易得多。



Stylistic features of the Sonnery Kurkihar Buddha are typical of the Pala period: Shakyamuni standing on a lotus base with great solemnity. His right hand in *abhaya* mudra symbolizing the dispelling of fear, while the left holding his robe. So soft and diaphanous is the robe that tightly wraps around his body, completely revealing his silhouette. The minimalist treatment of the garment – only depicting the drapery around his wrists and ankles – shows the persistence of the Sarnath style of the Gupta period.

Such a flavor of classicism is consistent with the 11th-12th century sculptures excavated in Kurkihar. These include two of the highest examples, very closely related to the Sonnery Buddha: a bronze of almost identical size dated 1044 (fig.3), and a monumental, meter-tall masterwork dated 1060 (fig.4). These bronzes in the Patna Museum demonstrate the larger shrine that the present sculpture's double-lotus base would have inserted into.

His richly decorated three-leaf crown and its inward-tilting leaves are indicative of a later date during the Pala period. Generally speaking, the crown design of the period becomes more complex through time. For instance, most of the crowns in early Pala consist of three simple leaves, but by the 11th-12th century, decorative elements resembling flower branches were added between the crown leaves, such as in the case of the present sculpture. The inward-tilting crown leaves are reflected in Tibetan sculptures made during the beginning of the "Chidar" (Second Diffusion of Buddhism from India to Tibet, 11th-13th century). The flat ribbons falling behind his ears curl upwards, typical of Pala style of the 11th-12th century. Silver and copper inlays were richly applied to his crown, *urna*, eyes, lips, necklace, and along the hemline of his robe, consistent with the excavated 11th-12th-century Kurkihar hoard.

Not only of an impressive size, the figure is also in good condition and with a desirable patina. Rarely seen in private hands, this Kurkihar style bronze Buddha is a masterpiece with great historical and aesthetic value.

[1] Ulrich von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong: Visual Dharma Publications, Ltd, 2008. pp.233-250; Susan Huntington, *The "Pala-Sena" Schools of Sculpture*, Leiden, 1984. pp.134-149: "Metal Sculpture of Bihar".
[2] T. Watters, *On Yuan Chwang's Travels in India*, London, 1904-05.

此尊佛造像是當時相當流行的寶冠佛。寶冠佛的形像是佛陀形像的一種特殊變化，對於出現這種特別的佛造像的原因有很多種解釋，有的說是釋迦太子形像與佛陀形像的結合；有的根據密宗理論，認為寶冠佛是佛報身與化身的統一。無論如何，寶冠佛的形像在東印度晚期佛教中深入人心，菩提迦耶的佛塔中最重要的佛陀成道像在波羅時期已經加上寶冠供奉。這一形像經過無數朝聖者的傳播，廣為流行，在藏傳佛教中，曾經一度成為菩提迦耶釋迦成道像的標准樣式，影響到藏傳佛教造像和繪畫。

此尊造像是典型的波羅風格造像：釋迦牟尼佛立姿，莊嚴肅穆，右手施無畏印，左手持衣角，袈裟緊貼身體，身體輪廓清晰可見，除了腰部陰線代表腰帶、手腕和腳踝部有突棱表現的袈裟下擺之外，全身沒有衣紋，具有笈多藝術中薩爾納特影響的遺風，保存了古典主義的佛陀形像。

上述特征與庫爾基哈爾窖藏出土的11-12世紀造像風格極為相近。參見現藏於帕特納博物館的兩尊可比造像：一尊像高幾乎相同，年代為1044年（圖三），另一尊有一米余高，年代為1060年（圖四）。由這些實例可知，此像原來還應有一個更大的台座，此像的蓮台應當安裝在大的台座上，以保持其穩定性。

佛戴復雜的三葉寶冠，冠葉尖內向內彎曲，似乎更接近晚期特征。通常而言，波羅時期的造像中寶冠愈晚期愈復雜，體現在冠葉上早期只有簡單三葉，到11-12世紀三葉冠之間加了花枝為飾，顯得更為復雜。此尊造像的三葉冠在冠葉間加有花枝裝飾。冠葉內收似乎與西藏發現的後弘初期（11-13世紀）的銅造像特征。系發繒帶的做法則是11-12世紀波羅樣式，較為舒展，且有卷曲向上的特征。在冠葉、束發繒帶、耳上花瓣、白毫、雙眸、雙唇以及胸前的項鏈上均有錯嵌銀與紅銅的裝飾。正如上文指出的，從庫爾基哈爾出土的銅造像來看，這種裝飾在11－12世紀的庫爾基哈爾發現的波羅造像中最為流行。

此造像比較符合庫爾基哈爾造像的特征。整個造像表面包漿明顯，充滿古典主義之氣，佛像基本完整，高達39釐米，是目前私人收藏中少見的大像，具有重要的歷史價值和藝術價值。

[1]Ulrich von Schroeder，印度與西藏的銅造像，香港，2008年，頁233-250；Susan Huntington，The "Pala-Sena" Schools of Sculpture，Leiden E. J. Brill，1984年，頁134-149："Metal Sculpture of Bihar"。
[2]T. Watters，On Yuan Chwang's travels in India，倫敦，1904-05。



Fig.3
A copper alloy figure of Crowned Buddha
Kurkihar, 1044
Inscribed in the 3rd regnal year of Vigrahapala III
60 cm (23 5/8 in.) high
Patna Museum, India
Photo: After Niharranjan, *Eastern Indian Bronzes*, New Delhi, 1986, no.249

圖三
寶冠佛銅像
庫爾基哈爾，1044年
銘文題於韋格哈波腊三世第三年
高60釐米（23 5/8英寸）
帕特納博物館，印度
圖片來源：Niharranjan，*Eastern Indian Bronzes*，新德裡，1986年，249號



Fig.4
A monumental silver inlaid copper alloy figure of Crowned Buddha
Kurkihar, 1060
Inscribed in the 19th regnal year of Vighrapala III
110.5 cm (43 1/2 in.) high
Patna Museum, India
Photo: After Niharranjan, *Eastern Indian Bronzes*, New Delhi, 1986, no.251a.

圖四
銅錯銀寶冠佛像
庫爾基哈爾，1060年
銘文題於韋格哈波腊三世第十九年
高110.5釐米（43 1/2英寸）
帕特納博物館，印度
圖片來源：Niharranjan，*Eastern Indian Bronzes*，新德裡，1986年，251a號





17

A SILVER AND COPPER INLAID BRASS ALLOY FIGURE OF SHAKYAMUNI BUDDHA
TIBET, CIRCA 13TH CENTURY
Himalayan Art Resources item no.2432
38 cm (15 in.) high

HK$2,400,000 - 3,000,000

This beautiful image of Buddha has perfectly organized and voluminous lotus petals. Its maker flexed the lustrous brass into soft contours around his chest and waist, achieving a slender, yet supple figure. Buddha's feet and hands are handsomely conceived with plump soles and distinct digits with copper-inlaid nails. Thick bands of patterned copper inlay mark the hems of his robe, sided by fine silver beading. The precious metals again adorn his face, with puckered copper lips, and eyes of silver-inlaid centers flanked by copper edges, alluding to Buddha's enlightened state within.

Stylistically, the present lot relates to a group of early Tibetan bronzes, produced in the 13th century, of which numerous examples are preserved in temple collections in Lhasa and published in von Schroeder, *Buddhist Sculptures in Tibet*, Hong Kong, 2001, figs. 322A-F. These are typically cast in two parts and more often show the Buddha in *bhumisparsha mudra*, but the robes are arranged in much the same fashion, and many feature similar tension lines in the robe stretching between his torso and left arm.

The close-fitting robe, which fans out before the shins, eclipses his left wrist, and drapes over Buddha's left shoulder, indicate a stylistic borrowing from Northeastern Indian Pala prototypes, reflected in five 10th-century bronzes held in the Calcutta Museum (see Niharranjan, *Eastern Indian Bronzes*, New Delhi, 1986, nos. 217-21). Meanwhile, the fishtail hem, draped high above his left shoulder, and the additional draped over his left bicep are characteristics of the 13th-century Khasa Malla style, evident in bronzes held in the Rubin Museum of Art and the Patan Museum (see HAR item nos. 65687 & 59501, respectively). The fusion of these elements indicate to art historians that early Tibetan bronze casters turned to the Buddha images from India and Nepal for inspiration when first creating their own.

Provenance
Private Asian Collection

錯銀錯紅銅釋迦牟尼銅像
西藏，約十三世紀
喜馬拉雅藝術資源網2432號
高38釐米（15英吋）

2,400,000 - 3,000,000 港元

此尊造像之蓮花寶座華美精緻，蓮瓣飽滿，造型規整。藝術家以光澤的黃銅塑造出佛陀柔軟的輪廓 、寬肩細腰、纖細而溫和。佛陀的手腳製作考究，腳掌圓鼓，指型寫實，更以紅銅鑲嵌指甲。袈裟衣緣處飾有寬厚且帶紋飾的紅銅條帶，其邊緣更有一行錯銀聯珠紋。佛陀面部亦以貴金屬裝點，嘴唇嵌以紅銅，眼部中心嵌銀眼角嵌紅銅，喻指其正等正覺之境界。

此尊釋迦牟尼像與一批十三世紀的西藏造像風格相似，其中不少現存於拉薩寺廟之中，參見von Schroeder， 西藏佛教造像， 香港， 2001年，322A-F號。此些造像大多分兩部分鑄造，且右手多結觸地印，但是袈裟的風格與本拍品大致相同， 左臂與腰部之間也都出現類似的衣褶。

釋迦摩尼修身的袈裟流暢地在腳前鋪成扇形、拂過左腕、衫腳輕掛左肩，此些細節均借鑒了東北印度帕拉王朝的造像風格，可參見藏於印度加爾各答博物館的五尊十世紀造像（Niharranjan，*Eastern Indian Bronzes*，新德里，1986年，217-21號）。同時，魚尾狀衫腳高掛左肩與另一衣角垂於左臂的特徵均符合十三世紀卡薩瑪拉風格，類似細節可在魯賓藝術博物館和帕坦博物館的收藏中見到（參見喜馬拉雅藝術資源網65687和59501號）。說明早期的西藏造像融合了尼泊爾及印度兩地的風格元素 。

來源
亞洲私人珍藏







18

A COPPER INLAID BRASS ALLOY FIGURE OF AVALOKITESHVARA SHADAKSHARI
TIBET, CIRCA 13TH CENTURY

With cold gold across the face, red pigment on the lips, and powdered blue lapis within the hair.
Himalayan Art Resources item no.2446
35 cm (13 3/4 in.) high

HK$1,200,000 - 1,500,000

This bronze is a particularly handsome example of a 13th-/14th-century Tibetan style that can often fall short in the attempt to cast a beautifully proportioned, multi-armed deity, graced with an authoritative expression of arresting calm. Not so with this depiction of Shadakshari Lokeshvara, the embodiment of the mystic Buddhist mantra, *Om Mani Padme Hum*. His legs and arms appear at once lithe and robust, matched by plump lotus petals arranged below him. Whereas on other examples jewelry can seem shallow and spurious, here it is prominent and deliberate, with every beaded element distinct, and copper inlay further adorning the surface. Meanwhile, the lotus in his raised left hand is modeled with particular flair, ripe with petals that pull from the center as it comes to the end of its blooming cycle, while younger buds prepare to unfurl.

The attractive sense of volume within the figure, and realism in his pose, rank the present lot among other superior examples of the period, that derive inspiration from Pala sculpture, such as figures of Vajrasattva and Acala in the Jokhang, published by von Schroeder, both of which stand out for their quality from the other bronzes appearing on the same pages (*Buddhist Sculptures in Tibet*, Vol.2, Hong Kong, 2001, pp.1112-3 & 1180-1, nos.291B & 317B). Likewise, the present lot shares a similar full-bodied, burly lotus pedestal as the fine example of Vairocana in the Rietberg Museum, published in Uhlig, *On the Path to Enlightenment*, Zurich, 1995, p.65, no.25.

Provenance
Rossi & Rossi Ltd., Hong Kong
Private European Collection, acquired from the above, 2011

錯紅銅四臂觀音銅像
西藏，約十三世紀

面部施冷金，嘴唇施紅色顏料，頭髮施藍色青金石粉。
喜馬拉雅藝術資源網2446號
高35釐米（13 3/4英吋）

1,200,000 - 1,500,000 港元

此尊造像工藝精湛，比例完美，面容威嚴而寂靜，在十三至十四世紀的西藏風格造像中實屬難得。造像生動描繪了四臂觀音菩薩，其乃唵嘛呢叭彌吽六字真言之化身。菩薩的雙腿與四臂輕盈而健壯，與下方飽滿的蓮瓣相得益彰。瓔珞與臂釧規整有緒，每顆串珠都清晰可見，紅銅的使用更增添了裝飾性，如此精心的處理使作品脫穎而出。菩薩左手所持蓮花風韻獨特，花瓣羞澀下垂，彷彿已瀕臨凋謝，而與此同時，旁邊的花蕾則昂揚向上，亟待盛開。

造像的體量感與寫實性應受到帕拉風格的影響，其到位的表現在同類作品中實屬上乘。藏於大昭寺的金剛薩埵像及不動明王像與此拍品風格相似，參見（von Schroeder ，西藏佛教造像，卷二，香港，2001年，頁1112-3 & 1180-1，291B & 317B號）。同時，其飽滿的蓮瓣與藏於雷特伯格博物館的一尊大日如來像如出一轍，參見Uhlig，*On the Path to Enlightenment*，蘇黎世，1995年，頁65，25號。

來源
Rossi & Rossi Ltd.，香港
歐洲私人珍藏，於2011年購於上述古董商



19

A BRASS ALLOY FIGURE OF VAJRASATTVA
TIBET, CIRCA 14TH CENTURY
Himalayan Art Resources item no.2434
20.5 cm (8 in.) high

HK$400,000 - 600,000

A closely related sculpture of Buddha from the Qing Palace Collection is held in the National Palace Museum, Beijing, published in *The Complete Collection of the Treasures of the Palace Museum 60: Buddhist Statues of Tibet*, Hong Kong, 2002, p.142, no.137. The two share an almost identical treatment of the base, with broad lotus petals, stepped upper platform, and tapered footrim. They also display the same facial type – slender, with a high forehead and prominent eyebrows – suggesting they could be from the same Central Tibetan atelier.

Unusual for Tibetan sculpture, this bronze's surface bears traces of lacquer and gilt decoration, typically associated with Ming ornamentation, which may suggest the sculpture was similarly dispatched to China soon after it was made. Another related example of Vajrasattva is in the Museum der Kulturen, Basel (see Essen & Thingo, *Die Götter des Himalaya*, vol. 2, Munich, 1989, p.29, no.II-278).

Provenance
Private Asian Collection

金剛薩埵銅像
西藏，約十四世紀
喜馬拉雅藝術資源網2434號
高20.5釐米（8英吋）

400,000 - 600,000 港元

此尊金剛薩埵像與北京故宮博物院館藏中一尊佛陀造像有諸多相似之處，參見故宮博物院藏文物珍品全集，香港，2002年，頁142，137號。兩尊造像之蓮花底座如出一轍，均有寬厚的蓮瓣，雙層連珠上緣，以及錐形下緣。面部均較為清瘦，且額頭及眉宇突出，可能出自同一藏中作坊。

金剛薩埵造像表面殘留有鎏金及漆飾之痕跡，此種裝飾方法常見於明代造像，而在藏式作品中極為罕見，可能此拍品在西藏製作完成後即被送往中原。另有一尊風格可比的金剛薩埵像藏於巴塞爾民俗博物館（參見Essen與Thingo, *Die Götter des Himalaya*，卷二，慕尼黑，1989年，頁29，II-278號）。

來源
亞洲私人珍藏







20
A GILT COPPER ALLOY FIGURE OF AMITAYUS
TIBET, CIRCA 14TH CENTURY
Himalayan Art Resources item no.2437
30.5 cm (12 in.) high

HK$2,400,000 - 3,000,000

The Buddha of long-life is shown here richly gilded and adorned with prominent inset gem regalia across his broad frame. Behind an elaborate crown, his *ushnisha* is capped with a distinctive vajra finial. His square features and double-banded hems across the shins are redolent of fine sculptures crafted by Newari artists in the 14th and 15th century for Tibetan and Chinese patrons. Compare, for instance, a Yuan Manjushri in the Qing Palace Collection, published *Complete Collection of the Treasures of the Palace Museum, 60: Buddhist Statues of Tibet*, Hong Kong, 1998, p.220, no.209.

Notable for its size and the elegance of his long tresses that curl around his shoulders, this bronze compares favorably to a closely related example in the British Museum, published in von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p.440, no.118B. A figure of Manjuvara in the Potala palace, ascribed to Nepal by von Schroeder, shares the same compressed platform with slightly rectangular leaves. (*Buddhist Sculptures in Tibet*, vol. 1, Hong Kong, 2001, p.522, no.170B.) Also compare the treatment of the lotus platform with figures sold at Christie's, New York, 22 March 2011, lot 300; and Amsterdam, 26 April 1993, lot 89.

Provenance
Private Asian Collection

銅鎏金無量壽佛坐像
西藏，約十四世紀
喜馬拉雅藝術資源網2437號
高30.5釐米（12英吋）

2,400,000 - 3,000,000 港元

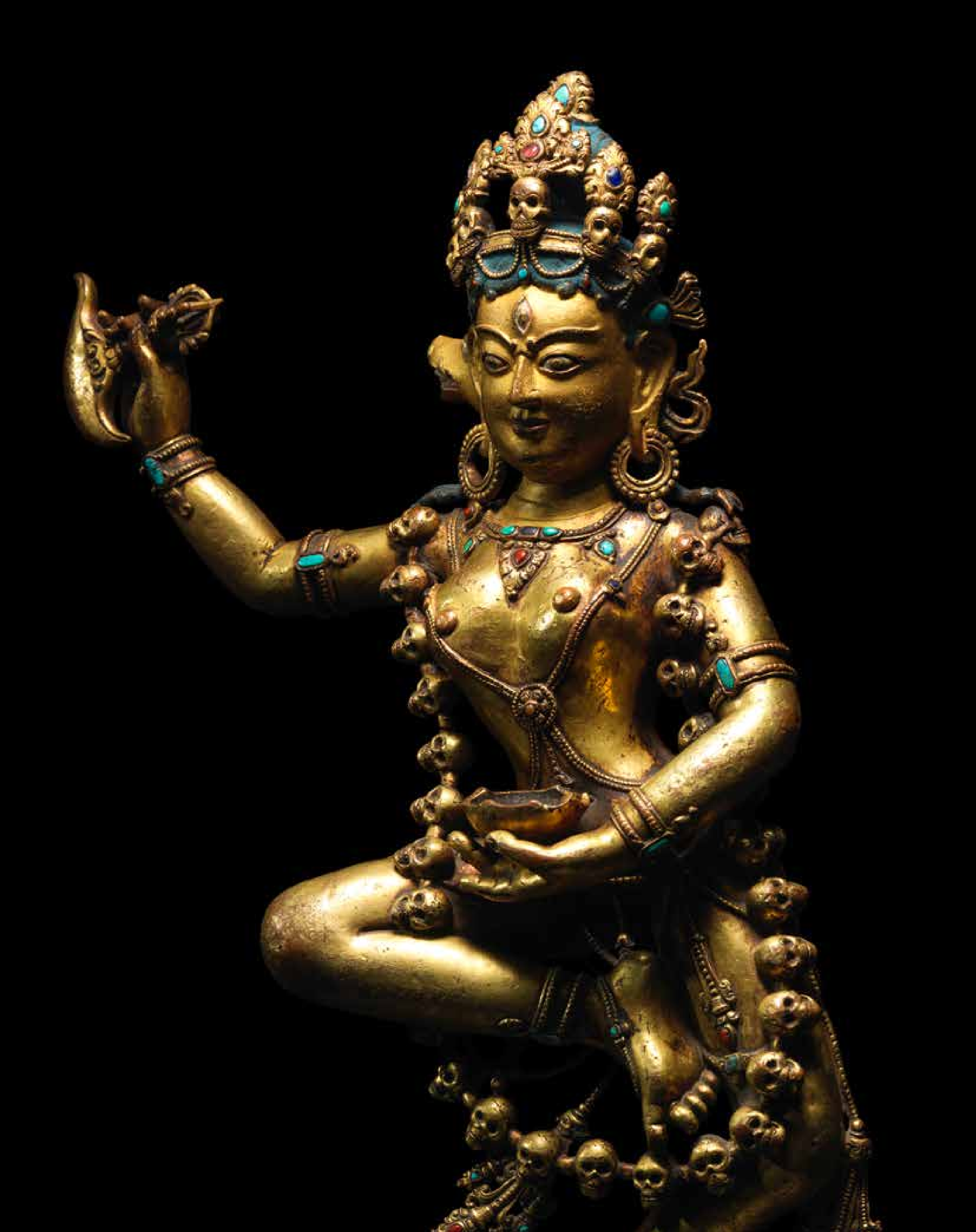
此尊無量壽佛鎏金厚重，頭冠樣式精美，以大量寶石裝飾鑲嵌。頂髻上方立有半隻金剛杵。其突出的輪廓以及小腿處雙排紋飾衣緣與十四、十五世紀尼瓦爾藝術家為西藏及中原所製作的造像極為相近。清宮藏一尊元朝文殊菩薩像即可為例，參見故宮博物院藏文物珍品全集*60:* 藏傳佛教造像，香港，1998年，頁220 ，209號。

無量壽佛的垂肩髮捲突出而雅致，與現藏於大英博物館的一尊造像有相似之處，參見von Schroeder，印度與西藏的銅造像，香港，1981年，頁 440，118B號。布達拉宮中的一尊施羅德先生認為產自尼泊爾的造像亦帶有類似矮扁的蓮座，且蓮瓣同樣呈現矩形，參見 von Schroeder，西藏佛教造像，卷一，2001年，頁 522，170B號。其他蓮座可比的相關作品於2011年3月22日以及1993年4月26日分別售於紐約佳士得（拍品300號）; 和阿姆斯特丹佳士得（拍品89號）。

來源
亞洲私人收藏







21

A GILT COPPER ALLOY FIGURE OF VAJRAVARAHI
CENTRAL TIBET, CIRCA 14TH CENTURY
Himalayan Art Resources item no.2441
38.5 cm (15 1/8 in.) high

HK$4,500,000 - 5,000,000

Blending elegance and power, the robust goddess centers her weight effortlessly on flexed toes, achieving an accomplished dancer's pose. The sow's head that identifies her as the consort of the great transformative deity Samvara projects boldly to the right. She dons a garland of rotund dried skulls – a rare iconographic feature for her solo dancing form, which typically has a string of freshly severed heads instead. Dried skulls are more common when she is depicted in *yabyum* with Chakrasamvara. But Vajravarahi is also worshiped in her own right as a protector of esoteric practices. She is also the only goddess in Tibet to reincarnate on earth, serving as the abbot of Samding monastery, near Lhasa.

Two other examples depicting this rarer garland of skulls draped gracefully across her lithe and supple stance comprise a c.13th-century Nepalese figure in von Schroeder, *Buddhist Sculptures in Tibet*, vol. 1, Hong Kong, 2001, p.529, no.173D, and a Densatil-style sculpture sold at Sotheby's, New York, 24 March 2004, lot 78. Her tiara of dried skulls, both splendid and terrific, is surmounted with finely modeled gem-set foliate leaves similar to that of another example held in the Potala Palace, published in von Schroeder, *op. cit.*, vol. 2, p.1053, no.266D. These two sculptures also share similar treatments of the hairline, earrings, and her pleasing, rounded face.

Provenance
Private Collection, Hong Kong, since 2000

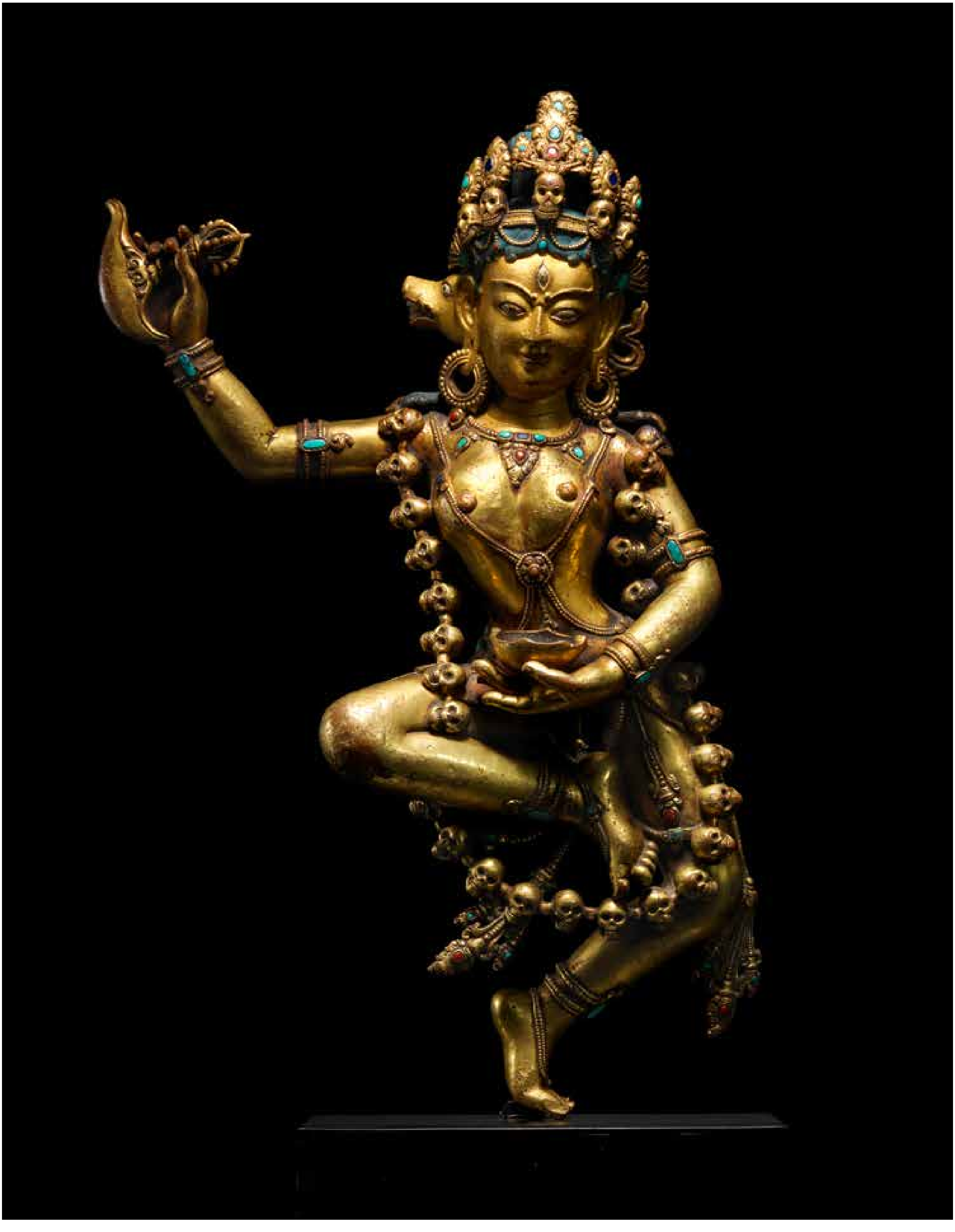
銅鎏金金剛亥母像
西藏中部，約十四世紀
喜馬拉雅藝術資源網2441號
高38.5釐米（15 1/8英吋）

4,500,000 - 5,000,000 港元

佛母翩翩起舞，優雅而有力，她右腿彎曲，僅以左腳尖點地保持平衡。右耳後突出的豬首為辨認金剛亥母的明顯標誌，她亦是密宗本尊勝樂金剛的明妃。身掛乾骷髏蔓的特徵在金剛亥母舞姿單身像中極為少見，較為多見的是佩戴人頭鏈的形象。而此類骷髏蔓主要出現於佛母與勝樂金剛結合的雙身像上。除了其明妃的身份以外，金剛亥母自身也是密宗重要的護法神，受到信徒崇拜。她也是西藏唯一一位在世上轉世的佛母，化身為拉薩附近的桑丁寺的主持。

另有兩尊金剛亥母像也配戴類似的骷髏蔓，一尊來自十三世紀的尼泊爾，參見von Schroeder， 西藏佛教造像，卷一，2001年，頁 529，173D號；另一尊為2004年3月24日於紐約蘇富比售出的丹薩替寺風格造像（拍品78號）。此處金剛亥母頭戴五骷髏冠，骷髏之上又以鑲嵌珠寶的冠葉裝飾，與藏於布達拉宮的另一作品相像，參見von Schroeder， 同上，卷二，頁1053，266D號。這兩尊造像在對髮際、耳環、以及圓鼓臉龐的處理上也極為相似。

來源
香港私人收藏，自2000年





22
A GILT COPPER ALLOY FIGURE OF AKSHOBHYA
TIBET, 15TH CENTURY
With inset turquoise, garnets, and lapis, and with powdered blue lapis pigment in the hair.
Himalayan Art Resources item no.2431
34 cm (13 3/8 in.) high

HK$15,000,000 - 25,000,000

Published
Rossi & Rossi Ltd, *Images of Faith: A Private Collection of Himalayan Art*, London, 2008, pp.22-3, no.5.
Rossi & Rossi Ltd, *Gods and Demons of the Himalayas*, London, 2012, pp.31-2, no.15.

Provenance
European Private Collection, acquired in the early 1990s
Rossi & Rossi Ltd
American Private Collection, acquired from the above in 2012

銅鎏金阿閦佛像
西藏，十五世紀
佛身鑲嵌綠松石、石榴石、及青金石，發間塗有藍色青金石粉。
喜馬拉雅藝術資源網2431號
高34釐米（13 3/8 英吋）

15,000,000 - 25,000,000 港元

著錄
Rossi & Rossi Ltd，*Images of Faith: A Private Collection of Himalayan Art* ，倫敦，2008年，頁22－23，5號
Rossi & Rossi Ltd，*Gods and Demons of the Himalayas*，倫敦，2012年9月，頁31－32，15號

來源
歐洲私人珍藏，購於上世紀九十年代初
Rossi & Rossi Ltd
美國私人珍藏，於2012年購自上述古董商

Lord of the East

"*The importance of Akshobhya, whose very emblem is used in esoteric rituals and sacred dances in its own right, is reflected in the high number of tantric deities belonging to his family, including the tutelary deities of Buddha rank, such as Hevajra."*
(Erberto Lo Bue, *Images of Faith*, London, 2008, p.22)

This exquisite jewel-like sculpture depicts Akshobhya, the Buddha of the East, with a powerful frame and commanding posture. He is clad in a monastic patchwork robe with prominent stitched seams converted into the finest conceivable brocaded garment of floral scrolls and raised flowers, inset with semi-precious stones. The middle fingers and thumb of his left hand cup a humble ungilded alms bowl in his lap, perhaps the only reminder of Buddhism's renunciation of material wealth on this magnificent golden sculpture.

Akshobhya's name literally means 'Immovable One'. As each Transcendental Buddha adopts one of the canonical hand gestures (*mudras*) referring to a key moment in Shakyamuni's life, it is apt that Akshobhya should recall Shakyamuni's unshakeable determination against the armies and temptations of Mara. In mandalas relating to his 'vajra' clan, and the Unexcelled Yoga tantras (*Anuttarayoga*), he occupies the center, but in the earliest tantric mandalas where the Five Transcendental Buddhas first appear, he is Lord of the eastern quadrant, and represents the transmutation of anger into wisdom.

Asserting his position as Lord of the East, this sculpture depicts Akshobhya wielding his symbol of 'adamantine power', the vajra, secured in his right hand. As the iconographer Robert Beer describes:

"The vajra or dorje is the quintessential symbol of the 'diamond vehicle' or Vajrayana Buddhist path...[it] symbolizes the impenetrable, immovable, immutable, indivisible, and indestructible state of enlightenment or Buddhahood as vajra mind.

東方之神

「 阿閦佛之獨立形象常見於密宗儀軌及舞蹈之中，其法界所擁有的密宗神祇數量最盛，包括喜金剛一類的佛陀果位守護神，均體現出阿閦佛之重要地位 」
（Erberto Lo Bue，*Images of Faith*，倫敦，2008年，頁22）

此尊造像精美無比，氣勢威嚴，輪廓有力，生動再現了阿閦佛，五方如來之中的東方佛。其身著之網紋袈裟非同一般，不僅以錦緞相織，花枝紋相飾，更以半寶石點綴其間。 佛陀以左手拇指及中指輕托一樸實無華的缽盂。在此尊璀璨華麗的造像身上，恐怕也只有此缽盂可用以提醒世人佛陀對遠離物質財富的教誨。

阿閦佛之梵語名意為「不動之尊」。五智如來之中每位結不同手印，以代表釋迦摩尼一生中之不同重要時刻。阿閦佛之觸地印則代表了其斥退一切魔羅誘惑以獲得證悟之決心。在金剛界曼荼羅以及無上瑜伽續中，阿閦佛常被置於中心；然而在五方佛最早出現的早期密宗曼荼羅中，阿閦佛則為主持東方法界，可化嗔恚為智慧。

此處東方佛以右手持金剛杵，其「金剛法力」之象徵。正如圖像學專家Robert Beer所描述：

「金剛杵為金剛乘精髓之象徵……象徵正等正覺之堅不可摧、實不可破、固不可分之狀態，固若金剛之精神領悟。



"As the adamantine scepter of peaceful divinities and the indestructible weapon of wrathful deities, the vajra symbolizes the male principle of method or skillful means. It is held in the right or male hand."
(Beer, *The Encyclopedia of Tibetan Symbols and Motifs*, London, 1999, p.233)

This bronze is a rare example of Akshobhya Buddha holding his vajra in the right hand, differing from more typical depictions of it suspended vertically in his lap, resting on the lotus throne, or embedded into his throne's center. This symbolic departure from convention imbues the sculpture with heightened agency.

His powerful frame, bejeweled robe, and resolute gaze deliver a sculpture that is an aesthetic *tour de force*. The combination of orderly inset stones and finely incised designs are seemingly unique to this sculpture and indicates a special commission. The visionary artist has excelled beyond the application of more commonplace patchwork designs and delivered a sculpture of transcendent visual presence.

The broadness of Akshobhya's forehead and shoulders, his pronounced chest, and the flare of his robe's fishtail hem resting high on his left shoulder are stylistic elements with precedents in Newari sculpture of the 13th and 14th century. The same general physiognomic features can be observed in a Malla-style Akshobhya sold previously at Bonhams (fig.1). From the present sculpture's impeccable quality, it is reasonable to assume that a Newari hand would have been involved in its creation also.

These physical characteristics remained the favored idiom throughout 15th-century Tibet, as did depicting Buddha images wearing a patchwork robe. Related Buddha images attesting to this are a mid-15th-century thangka of Shakyamuni in the British Museum (Rhie & Thurman, *Wisdom and Compassion*, New York, 1996, p.77, no.3), and a 15th-century gilded bronze sold at Sotheby's, New York, 30 November 1994, lot 68. In discussion of the former, Rhie & Thurman note that these elements are similar to those appearing in the 15th-century murals of Tabo monastery in Western Tibet, suggesting "a wide distribution of artistic styles at the time, particularly between central and western regions" (*op. cit.*).

作為寂靜相神祇之法器以及憤怒相神祇之武器，金剛杵象徵「方便道」之男性原則，應以右手持握。」
（Beer，*The Encyclopedia of Tibetan Symbols and Motifs*，倫敦，1999年，頁233）

此拍品刻畫阿閦佛右手持握金剛杵，該形象極為少見。在常見阿閦佛像中，金剛杵或直立於佛陀盤腿之上，或橫躺於蓮花寶座之上，或一半嵌入寶座之中。此處金剛杵的位置背離了傳統慣例，為造像增添了力量感。

無論從身型、裝飾和神情的角度，此尊造像均堪稱傑作。鑲嵌寶石與雕刻紋飾相輔相成，此兩種裝飾技巧的結合實為獨特，說明此作品並非為尋常之作。藝術家亦竭盡全力，對袈裟的刻畫脫離常軌，達到了意想不到的視覺效果。

作品的多處細節都遵循了十三十四世紀紐瓦爾造像的風格特徵，比如其寬闊的額頭及肩膀，厚實的前胸，以及其左肩上高垂的魚尾狀衫腳。相同的風格元素可見於邦瀚斯以前拍賣中的一尊馬拉風格阿閦佛造像（圖一）。本拍品製作工藝完美，很可能有紐瓦爾藝術家參與其中。

此些體形特徵及對網紋袈裟的使用在十五世紀的西藏亦備受藝術家青睞，其在多件存世作品身上均有體現。比如大英博物館館藏中的一幅十五世紀中期釋迦摩尼唐卡（參見Rhie與Thurman，智慧與慈悲，紐約，1996年，頁77，3號）, 以及在1994年11月30日售於蘇富比紐約的一尊十五世紀銅鎏金造像（拍品68號）。在討論上述大英博物館唐卡之時，Rhie與Thurman提到此些風格元素亦與藏西塔波寺內的十五世紀壁畫十分相近，說明"藝術風格在當時傳播廣泛，特別是在中部和西部地區之間"（引用文獻如上）。



Fig.1
A gilt copper alloy figure of Akshobhya
Nepal or Tibet, 14th century
10 1/2 in. (26.7 cm) high
Bonhams, New York, 18 September 2013, lot 8

圖一
銅鎏金阿閦佛像
尼泊爾或西藏，十四世紀
高10 1/2英吋（26.7釐米）
邦瀚斯，紐約，2013年9月18日，拍品8號



Rhie & Thurman also remark that by the second half of the 15th century there appears to be a deliberate transition away from the imposing monumentality of 13th and 14th century styles, towards a "process of refinement and elaboration".

The appearance of monks and buddhas dressed in patchwork robes in Tibetan art dates as far back as the *Chidar*, otherwise known as the second wave of Tibet's apprenticeship of Indian Buddhism between the 11th and 13th centuries. But in Tibet, more precious garments rapidly replaced the humble Indian patchwork robe. By the 15th century, the patchwork robe is transformed into the finest conceivable garment of the period, a transformation that perfectly exemplifies the "refinement and elaboration" of this period.

At least one painted mural and one monumental clay sculpture at the Gyantse Kumbum draw an uncanny resemblance to the present sculpture's robe (figs.2 & 3). Both are dated to the first years of the Kumbum's construction in the 2nd quarter of the 15th century. Each shares the design of narrow strips with floral sprays bordering rectangular panels with a central flower roundel. The striking likeness between these three sculptures suggests they were produced by the same network of artists, if not at Gyantse itself.

Rhie與Thurman認為，自十五世紀下半葉起，藝術家似乎有意偏離十三與十四世紀強調體量與氣勢的風格，轉而走向一個注重"精緻細節的過程"。

僧侶與佛陀身著網紋袈裟的形象早自后弘期時（十一至十三世紀）便已出現。然而在西藏，更為奢華的服裝很快便取代了樸素的印度式網紋袈裟。到十五世紀之時，此款袈裟已經搖身一變成為當時最為上乘的衣著，此一變化恰恰證實了這個時代對"精緻細節"的關注。

江孜千佛塔內的一面壁畫與一尊陶製造像均描繪了與本拍品極其相似的袈裟（圖二與圖三）。兩件作品均於十五世紀中葉前，即千佛塔建成初期創作。袈裟上佈滿矩形單元，每格之中心飾有圓形花紋，不同單元之間以花枝紋細帶相間。此三件作品的紋飾相似程度驚人，說名此尊銅像可能產自江孜，或至少出自同一組藝術家之手。



Fig.2
Mural of Shakyamuni
Gyantse, Kumbum
First Story of Vadisimha Manjughosa chapel (?)
Photo: after Henss, *Cultural Monuments of Tibet,* vol.2, Munich, 2014, p.537, fig.770.

圖二
釋迦摩尼壁畫
江孜，千佛塔
文殊堂（？）第一層
圖片來自Henss，*Cultural Monuments of Tibet*，卷二，慕尼黑，2014年，頁537，圖770。



Fig.3
A polychrome clay figure of Buddha Vajrasana
Gyantse, Kumbum
Bumpa (south), c.1435
Photo: after Henss, *Cultural Monuments of Tibet*, vol.2, Munich, 2014, p.541, fig.778.

圖三
彩陶佛像
江孜，千佛塔
布巴（南），約1435年
圖片來自Henss，*Cultural Monuments of Tibet*，卷二，慕尼黑，2014年，頁541，圖778。



The Kumbum at the heart of the Sakya Pelchor Chode enclave in Gyantse is one of the largest structures in Tibet, constructed between 1427-74. With strong ties to the emperors of the early Ming (1st half of the 15th century), the presiding Sakya monks received innumerable diplomatic gifts in the form of Buddha images and fine textiles. This is attested by the significant holdings of Yongle and Xuande mark and period bronzes and scrolls in Gyantse repositories (see Thomas Laird, *Murals of Tibet*, Taschen, forthcoming 2018).

A result of this climate of great cultural exchange between China and Tibet, the large roundels within the primary hemlines of the Gyantse and present Buddha images are informed by late Yuan-/early Ming-dynasty textiles, such as a patchwork panel with similar patterns held in The Metropolitan Museum of Art (fig.4). Similar design is also reflected in a lacquered and painted leather box in The Metropolitan Museum of Art that was mostly likely made for a Tibetan visitor to the Chinese court (fig.5). Stemming from the Yuan period, the foliate scrolls within the present robe's narrower strips also bear a strong resemblance to the decoration on Yuan-dynasty sculpture published by Bigler, *Before Yongle*, Zurich, 2013, pp.84-95, nos.19-21.

千佛塔地處江孜白居寺一帶之中心，是西藏最大的建築結構之一，於1427年至1474年間建成。 高層寺僧於明朝早期（十五世紀上半葉）皇帝關係密切，曾收取大量外交饋贈，包括佛造像及高級織物。江孜擁有大量帶有永樂宣德款的佛像及書畫，便是對上述事實的有力證明（參見Thomas Laird，*Murals of Tibet*, 塔申出版社，計畫於2018年發行）。

此時期西藏與中原文化交往頻繁密切，在此環境下，上文所描述的矩形單元中的圓形花紋應源於元代末期或明代早期的中原織物。藏於紐約大都會博物館的一塊網紋布料（圖四）便帶有相似紋飾。類似的裝飾亦可見於該博物館所藏的一隻彩繪旅行箱（圖五），此箱很可能為到訪中原朝廷的西藏訪客而做。袈裟細帶上的卷枝紋應來自元代，一些元代造像亦帶有相同紋飾，參見Bigler，*Before Yongle*，蘇黎世，2013年，頁84-95，19-21號。



Fig.4
An Embroidered Patchwork Panel
China, Late Yuan – early Ming dynasty
Silk and gilt paper
Overall: 149.5 x 64.1 cm (58 7/8 x 25 1/4 in.)
Purchase, The Vincent Astor Foundation Gift, 1997 (acc.#1997.380)

圖四
刺繡網紋織物
中原，元朝晚期至明朝早期
絲綢及鎏金紙
總體尺寸：149.5 x 64.1釐米（58 7/8 x 25 1/4英吋）
Vincent Astor基金會饋贈，1997年（館藏編號1997.380）



While related to the murals and clay sculptures of Gyantse, the present sculpture remains the only known *gilt bronze* with this impressive incised and inset treatment of its robe. Both techniques are ubiquitous throughout Tibetan bronze sculpture, and yet the convention of using inset stones to pattern textiles – in addition to jewelry – appears unique to the 14th and 15th centuries. One of few other instances where we see semi-precious stones being used to signify textile patterns is at Densatil. However, unlike the sculptures of Densatil, this Akshobhya may be the only known Tibetan bronze to embellish its textile design with both inset stones and incised patterns simultaneously.

The present lot is a gleaming testament to a period in Tibetan art history when both patron and artist sought to cherish their images with greater elaboration and refinement. The previous humility of the Buddha's simple patchwork robe has transformed into one of the finest and rarest examples in gilded sculpture. Certain design elements lock the time of production within the 15th century, resulting from cultural exchange between prominent Tibetan monastic enclaves and the late Yuan and early Ming Imperial courts. An example of one such pivotal enclave, which still holds many relevant imperial gifts, and has closely related Buddha images remaining *in situ*, is the Sayka Pelchor Chode in Gyantse, suggesting a possible place of production for the bronze here or somewhere within its artistic sphere of influence. And yet this potent image of Akshobhya, the immovable Lord of the East, stands high among surviving gilt bronzes as one of the most beautiful Buddha images from Tibet.

雖然與江孜的壁畫和陶製佛像相關，但是本尊阿閦佛像是鎏金造像中目前僅知唯一帶有如此精美紋飾的作品。鑲嵌寶石和雕刻紋飾這兩種工藝在西藏造像傳統中均屬常見，然而寶石多鑲嵌於人物所戴的珠寶首飾，如此拍品一般以嵌寶裝飾衣著的做法為十四十五世紀所獨有。在丹薩替寺的造像中亦可見在服飾上嵌半寶石的例子，然而此尊造像同時使用寶石和刻紋裝飾袈裟，在西藏造像中可能僅此一例。

在西藏藝術史上有一個崇尚細節的時代，此時期的供養人和藝術家均竭盡全力追求作品的華麗與完美，而此尊阿閦佛像便是這個時代的佐證。早期的樸素袈裟演化成最為稀有上乘的鎏金造像。特定的設計元素來源於有威望的西藏寺院與元晚期明早期宮廷間的文化交流，進而將本拍品的斷代鎖定於十五世紀。江孜薩迦白居寺一帶藏有大量宮廷贈禮以及與此尊造像緊密相關的藝術作品，由此可推測其可能來自這一地區或其他與此地區有藝術交流之處。本拍品以上乘的工藝再現了掌管東方法界的阿閦佛，其氣勢非凡，精妙入神，無疑從現存西藏佛教造像中脫穎而出。



Fig.5
A Traveling Box
China, Ming dynasty, early 15th century
Leather, wood, iron, gold, lacquer and pigment
H. 21 in. (53.3 cm); W. 15 in. (38.1 cm); D. 12 1/2 in. (31.8 cm)
Purchase, Rogers and Fletcher Funds, and Henry G. Keasbey Bequest, 1999 (acc.# 1999.61)

圖五
旅行箱
中國，明朝，十五世紀早期
皮革、木、鐵、金、彩漆
高 21英吋 （53.3釐米）；寬15英吋（38.1釐米）；深12 1/2 英吋（31.8釐米）
Rogers and Fletcher基金，Henry G. Keasbey遺贈，
1999年（館藏編號1999.61）









23

A GILT COPPER ALLOY REPOUSSÉ SHRINE WITH A GILT SILVER FIGURE OF VAJRAVARAHI
TIBET, CIRCA 15TH CENTURY
Himalayan Art Resources item no.2454
Figure: 14 cm (5 1/2 in.) high;
Shrine: 22 x 15 x 10 cm (8 5/8 x 5 7/8 x 3 7/8 in.)

HK$2,000,000 - 3,000,000

Contained within a fine repoussé shrine box, the dancing goddess raises a ritual knife above her head while balancing effortlessly on her left tiptoes. The diminutive sow's head tucked behind her right ear identifies her as the wrathful goddess Vajravarahi, the consort of the great transformational deity Samvara.

Her superbly modeled figure and the looped beaded design of her necklace and girdle are consistent with an inscribed Khasa Malla silver figure of Chakrasamvara published in Singer & Denwood, *Tibetan Art*, London, 1997, p.75, no.53. The Khasa Malla also favored the use of silver and gold in their figures, evinced by two silver figures of Hevajra in private collections published in ibid., p.76, no.54; and Heller *Tibetan Art*, Milan, 1999, p.120, no.77.

The use of *gaus* (shrine boxes) is common throughout the Himalayas. Whereas those used for travel typically have a window to reveal the figure inside, the present lot would have likely occupied a private altar, storing the deity until the appropriate practice. The applied silver skulls to its doors allude to Vajravarahi's role as a protector of esoteric practice, and also indicate the shrine was custom-made for the figure. Its pointed arch is superbly detailed and proportioned. Compare its quality with a ritual *chakra* at Rehol, published in Zhang & Xu (eds.), *Qinggong Micang: Chengde Bishushanzhuang Zangchuan Fojiao Wenwu Tezhan Tulu*, Taipei, 1999, p.150, no.63.

Also compare two related ritual boxes, one with a silver figurine of Chakrasamvara, sold at Bonhams, New York, 13 September 2011, lot 1032; and 16 March 2015, lot 53; as well as another in the Ford Collection at The Walters Art Museum, Baltimore, (see Pal, *Desire and Devotion*, London, 2001, p.320, no.192).

Provenance
Private Collection, Japan
Private Asian Collection acquired from the above in 1993

銀鎏金金剛亥母像配銅鎏金錘疊嘎烏盒
西藏，約十五世紀
喜馬拉雅藝術資源網2454號
金剛亥母像：高14釐米（5 1/2 英吋）
嘎烏盒：22 x 15 x 10釐米（8 5/8 x 5 7/8 x 3 7/8英吋）

2,000,000 - 3,000,000 港元

佛母在精緻的錘疊嘎烏盒中婆娑起舞，其右手持金剛鉞刀，右足懸空，左腳尖觸地，輕鬆地保持平衡。佛母右耳後有豬首伸出，由此可知其身份為金剛亥母，為勝樂金剛的明妃。

她優雅的造型、環形的串珠項鍊和腰帶均類似於一尊帶銘文的卡薩馬拉銀製勝樂金剛像，出版於Singer與Denwood，西藏藝術，倫敦，1997年，頁75，53號。卡薩馬拉藝術家熱衷以金銀造像，已知的兩尊喜金剛銀像即可為例（同上，頁76，54號；以及Heller，西藏藝術，1999年，米蘭，頁120，77號）。

嘎烏盒（小型神龕）的使用在整個喜馬拉雅地區都極為常見。 那些用於旅行的嘎烏盒通常配有窗口，以便盒中之神像隨時可見；而此拍品則應用於私人祭壇，作為祭拜時間以外置放神像的收納盒。嘎烏盒門上飾有銀質骷髏頭，暗指金剛亥母作為密宗護法的角色，說明此嘎烏盒是為金剛亥母量身訂做之物。盒頂呈尖拱狀，其比例完美、做工細膩。此拍品之工藝水平可與熱河寺一法輪相比照，參見張宏實與徐盼蘋（編）， 清宮秘藏*:* 承德避暑山庄藏傳佛教文物特展圖錄，台北，1999年，頁150，63號。

另可比照兩隻相關嘎烏盒，其中一隻藏納銀質勝樂金剛像，售於紐約邦翰斯，2011年9月13日，拍品１０３２號，及2015年3月16日，拍品53號；另一件藏於巴爾地摩的沃爾特斯美術館（參見 Pal，*Desire and Devotion*，倫敦， 2001年，頁320，192號 ）。

來源
日本私人珍藏
亞洲私人珍藏，於1993年購自上述收藏









24

A GILT AND SILVERED COPPER FIGURE OF AVALOKITESHVARA SHADAKSHARI
TIBET, EARLY 16TH CENTURY

Himalayan Art Resources item no.2448
18.4 cm (7 1/4 in.) high

HK$350,000 - 450,000

The bronze is exceptionally rare for its three metallic surfaces, revealed under the wear from its devotional career: an outer layer of gold, over a layer of silver, over a rich copper base that fluctuates between deep chocolate brown and pinkish flashpoints, where the surface has been most rubbed and reactive to hand oils. It is a triumph of metal finishing in Tibet. As each sculpture produces merit for the patron, the greater the expense of adorning it with precious metals, the greater the yield.

Avalokiteshvara Shadakshari in this form personifies the ubiquitous Tibetan Buddhist mantra ‘om mani padme hum’, thought to contain the essence of the Bodhisattva, the Lord of Compassion. Here, he is modeled with a sweet face informed by Chinese imperial bronzes of the 15th century. He is peaceful, contemplative, and otherworldly as he looks beyond his primary hands in a gesture of entreaty and salutation. His coppery hair descends in long tresses over a mantle on which rest pendant necklaces in the round. Meanwhile, the treatment of the lotus base informs a date contemporaneous with a gilded portrait of Konchog Pel also in this sale (lot 25).

Provenance
Private US Collection, acquired in New York, 1990s

鎏金鎏銀四臂觀音銅像
西藏，十六世紀早期

喜馬拉雅藝術資源網2448號
高18.4釐米（7 1/4英吋）

350,000 - 450,000 港元

此尊造像極為罕見，磨損較深處可見三層不同金屬材質：外層為金，中層為銀，裡層為銅，體現了西藏金屬工藝的精湛。銅心暴露處顏色變化不一，時而顯出深棕色，時而因長年觸摸呈現粉紅。供養造像是為積功攢德，所用之金屬材料愈貴重，所積攢之功德愈高。

四臂觀音乃六字真言「唵嘛呢叭咪吽」之化現，此心咒在藏傳佛教群體中廣為使用，是大慈大悲觀世音菩薩願力與加持的結晶。此處，菩薩的面龐和藹可親，有十五世紀中原宮廷造像的韻味。雙手合十胸前作禮敬問候狀，雙目低垂俯視前方，深沈寂靜，超 尘俗。銅色的縷縷長髮垂於雙肩，斗篷之上更有環形項鍊裝飾。蓮花寶座的風格類似於本場中的鎏金昆秋貝爾像（拍品25號），因此兩尊造像應出自同一時期。

來源
美國私人珍藏，於上世紀九十年代購於紐約





25

A GILT COPPER ALLOY FIGURE OF THE SEVENTH ABBOT OF NGOR MONASTERY, KONCHOG PEL
TIBET, EARLY 16TH CENTURY

With applied black pigment to depict his hair; the Tibetan inscription along the base's rim translated, 'To the precious holy teacher Konchog Pel, I pray protect me, Sanggye Lundrub'.
Himalayan Art Resources item no.2442
15.2 cm (6 in.) high

HK$450,000 - 650,000

The sculpture is precise, elegant, and well proportioned, with a lotus base completed in the round and sealed with a gilded baseplate. Carefully incised floral sprays and empowering monograms cover almost every inch of the lama's robes, which drape across his limbs, conveying the weight and texture of the fabrics. Meanwhile, the sculptor accomplishes an idiosyncratic portrait emphasizing a strong chin and wrinkles below high cheekbones that convey a subject in his forties or fifties.

Identified by the inscription, Konchog Pel (1445-1514) had a precocious upbringing, first meeting the Ngor order's founder, Ngorchen Kunga Zangpo (1382-1456), at the age of seven. Later, he had the good fortune of being the disciple of one of the Sakya's most prolific *lamdre* scholars, the Fourth Abbot of Ngor, Kunga Wangchuk (1424-78). Konchog Pel is known for commissioning several important artistic projects, including a life-size gilded sculpture of his beloved teacher. Similarly, Pel was a significant teacher himself, training one of the most important Tibetan cultural figures at the threshold of the 16th century, Lowo Khenchen Sonam Lundrub (c.1456-1532).

Little information has been gathered thus far about Sanggye Lundrub, the patron of this bronze and student of Konchog Pel, but he is identified in an initial record on TBRC (#P4923, 15th/16th century). Another portrait of Konchog Pel from the same atelier, and one of Konchog Gyaltsen, are published in Rossi, *Homage to the Holy*, London, 2003, nos. 36 & 37.

Provenance
Plum Blossoms Gallery, Hong Kong
Private American Collection, acquired from the above, 25 October 1995

銅鎏金俄爾寺七世堪千昆秋貝爾像
西藏，十六世紀早期

頭髮處塗以黑色顏料; 底座下緣藏文銘文譯為:“頂禮尊貴的昆秋貝爾上師，祈請護佑，桑傑倫珠”。
喜馬拉雅藝術資源網2442號
高15.2釐米（6英吋）

450,000 - 650,000 港元

此尊上師像精緻優雅，比例勻稱，圓形蓮座，封底鎏金，實為上等佳作。袈裟刻畫細緻逼真，材料之柔軟質地及重量感皆顯露無遺，無一處不刻有精美紋飾。與此同時，藝術家更將上師之面部特徵表現得唯妙唯肖，下顎突出，顴骨高聳，面部肌肉線條清晰，描繪出上師中年之風貌。

由銘文可斷定該上師之身份為昆秋貝爾（1445-1514年）。他七歲時便接觸到俄爾寺之創始人俄尔钦·贡噶桑波（1382-1456年）。其後亦有幸師從薩迦派道果法脈之大學者、俄爾寺四世主持貢噶旺秋（1424-78年）。昆秋貝爾曾供養數件重要藝術作品，其中包括一尊刻畫其恩師的真人尺寸鎏金造像。同時，昆秋貝爾自身也是備受景仰的老師，他的弟子中就包括十六世紀西藏重要的文化領袖羅俄堪千索南倫珠（約1456-1532年）。

此尊上師像的供養人桑傑倫珠為昆秋貝爾的弟子，對其歷史生平世人知之甚少，唯有藏傳佛教資源中心的簡單紀錄（#P4923，十五/ 十六世紀）。另有兩尊分別描繪的昆秋貝爾與昆秋嘉森的上師像與本拍品風格技法極其相似，可知三尊出自同一作坊，可參見Rossi，*Homage to the Holy*，倫敦，2003年，36與37號。

來源
萬玉堂畫廊，香港
美國私人珍藏，於1995年10月25日購自上述畫廊







26

A SILVER INLAID COPPER ALLOY FIGURE OF LAMA 'CHOLEG'
TIBET, 16TH CENTURY
Himalayan Art Resources item no.2430
23 cm (9 in.) high

HK$400,000 - 600,000

This engaging portrait, with a plump face, alert eyes, and a full head of short-cropped hair, is indicative of the style favored within the Tsang region of Central Tibet between the 14th-16th centuries. The robe's bold floral designs across his back are quite exceptional. Silver inlay calls attention to the incised lotus roundels in the palms of his hands and soles of his feet, marking a virtuous and enlightened being. The manner in which the bevy of robes spill over the upper edge of the base, with its single row of lotus petals, is similar to a portrait of Khetsun Zangpo Gyaltsen, published by Rossi & Rossi, *Homage to the Holy*, London, 2003, no.41. The facial type and technique of deeply incised lines to depict folds in the robe across his back are also seen on a Sakya lama sold by Bonhams, New York, 14 March 2017, lot 3280.

The lama is most likely a 15th-/16th-century Sakya teacher, although Jonang, Bodang, and Bulug lamas were also commonly depicted in this brassy, ungilded, and heavily incised Tsangri style. The four-line Tibetan inscription on the reverse of the sculpture's base only provides an abbreviated name to inform his identify as 'Yongdzin [Teacher] Choleg'. Translated, it reads:

"Dharma King and protector of all sentient beings,
Endowed with inconceivable wisdom, love, and power,
Dharma Lord, the source of all virtues and well-being,
To the feet of the teacher Choleg, I bow."

Bonhams is grateful to Himalayan Art Resources for their assistance with the translation of this lot.

Provenance
Leo Van der Veen Collection, Canada, before 1975
Thence by descent

銅錯銀喇嘛「確勒」 像
西藏，十六世紀
喜馬拉雅藝術資源網2430號
高23釐米（9英吋）

400,000 - 600,000 港元

此尊喇嘛像面相豐滿、頭頂短髮、雙眼傳神 ，以十四至十六世紀西藏中部衛藏地區的風格呈現。僧袍衣褶飄逸流暢，佈滿後背的精細刻紋實為少有，藝術水平殊為上乘。錯銀工藝凸顯了上師手心與腳心的蓮花圓印，表明此人已修得正等正覺。僧袍鋪散於蓮座上緣，僅可見下排蓮瓣，此細節的處理與一尊克尊桑波堅贊像一致，參見Rossi & Rossi，*Homage to the Holy*，倫敦，2003年，41號。此尊造像的面部特徵以及背部以刻痕表現衣摺的做法與紐約邦翰斯於2017年3月14日售出的一尊薩迦喇嘛像（拍品3280號）極為相似。

該造像所描繪的很可能是一名十五至十六世紀間的薩迦派上師，儘管覺囊派、博東派和布規派喇嘛也經常以此種使用黃銅、不鎏金、多刻紋的衛藏風格來表現。造像底座背面刻有四行藏語銘文，簡單提到該喇嘛為「雍津[上師]確勒」。 銘文內容翻譯如下：

「法王與眾生的保護者，
賦予無量的智慧，愛與法力，
法王乃一切美德與福祉之源泉，
吾拜倒在上師確勒的腳下 。」

謹在此特別鳴謝喜馬拉雅藝術資源網協助翻譯此處銘文。

來源
Leo Van der Veen私人珍藏，加拿大，1975年以前
後由家族傳承







27

A COPPER ALLOY FIGURE OF VAJRAPANI
TIBET, 17TH/18TH CENTURY

Heavily cast in multiple parts consisting of the base, mandorla, figure, crown side-ribbons, and earrings.
Himalayan Art Resources item no.2428
46 cm (18 in.) high

HK$400,000 - 600,000

Vajrapani, the fierce protector of Buddhism and its flock, looms with a large belly and fierce snarl achieved with high cheekbones and a wrinkled nose. His tiger skin lower garment is exceptionally well rendered with an accomplished face over the left knee and brawny brandished claws about his shins. Meanwhile, the mandorla's swirling flames are cast with crisp precision, capturing their twists and turns as if rendered with a fine controlled brush.

A closely related 18th-century ungilded Vajrapani, standing on a Pala style base with the same treatment to the face and crown, was sold at Sotheby's, New York, 19 September 1999, lot 63. Another was published in Ghose, *In The Footsteps of the Buddha*, Hong Kong, 1998, p.242, no.58. The present sculpture's 'teardrop' lotus petals also compare to that of a large figure of Vajrabhairava published in von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 1981, p.485, no.136F.

Provenance
Leo Van der Veen Collection, Canada, before 1975
Thence by descent

金鋼手菩薩銅像
西藏，十七/ 十八世紀
像身、底座、背光、飾帶及耳環分別鑄造。
喜馬拉雅藝術資源網2428號
高46釐米（18英吋）

400,000 - 600,000 港元

金鋼手菩薩乃佛教之憤怒相護法神。其體壯腹圓，怒髮衝冠，面目猙獰。虎皮裙刻畫精細，虎面生動懸於膝間，虎爪強壯緊抱菩薩小腿。與此同時，背光上的火焰紋亦精雕細琢，到位地捕捉了烈焰的飄忽感，好似用畫筆勾勒而出。

蘇富比紐約於1999年9月19日售出一尊十八世紀金鋼手像（拍品63號），雖然其蓮座仿帕拉風格，但是面部與寶冠的處理與本拍品十分相似。另有一尊可比造像出版於Ghose，法相傳真：古代佛教藝術，香港，1998年，頁242，58號。本拍品的淚珠狀蓮瓣與另一尊大體量大威德金剛造像的蓮瓣相似，出版於 von Schroeder，印度與西藏的銅造像，香港，1981年，頁485，136F號。

來源
Leo Van der Veen私人珍藏，加拿大，1975年以前
後由家族傳承







28
A THANGKA OF MAHAKALA CHATURBHUJA
CENTRAL TIBET, 18TH/19TH CENTURY
Distemper on cloth.
Himalayan Art Resources item no.2424
Image: 76.3 x 54.4 cm (30 x 21 3/8 in.)

HK$300,000 - 500,000

Remarkably well conceived, the painting's composition seamlessly layers vignettes of intense activity and opposing movement into an overall symmetry. It is a prime example of the exoticism in Tibetan art that captures the initial interest of so many collectors. The palette is bold, ranging from murky lavender to brilliant orange, and the painting's boundless energy continues to excite the eye, with each vigorous figure revealing more detail the more they are dwelled on.

Mahakala Chaturbhuja, the protector of the *Chakrasamvara Tantra*, is depicted with his consort and furious retinue above the charnel grounds. Within them below, possessed bears, horses, buffalo, and the sort salivate with crazed eyes over the prospect of rent flesh from the mortals being eviscerated by Mahakala's worldly messengers. White-clad siddhas imbibing from their bone-pipes in the extreme bottom corners drink in the terrific vision while waving their *damarus* in seeming encouragement. A group of men dressed as muslims and Tibetans, and red-skinned demi-gods wearing gold laurel wreaths, observe from the bottom right corner. Meanwhile, above in the night sky, Padmasambhava and the lineage of Nyangral Ozer (12th century), the first 'treasure-revealer' of the Nyingma order, converge on the scene.

Provenance
The Mactaggart Collection

四臂大黑天唐卡
西藏中部，十八/十九世紀
布本設色。
喜馬拉雅藝術資源網2424號
畫心： 76.3 X 54.4釐米（30 X 21 3/8英吋）

300,000 - 500,000 港元

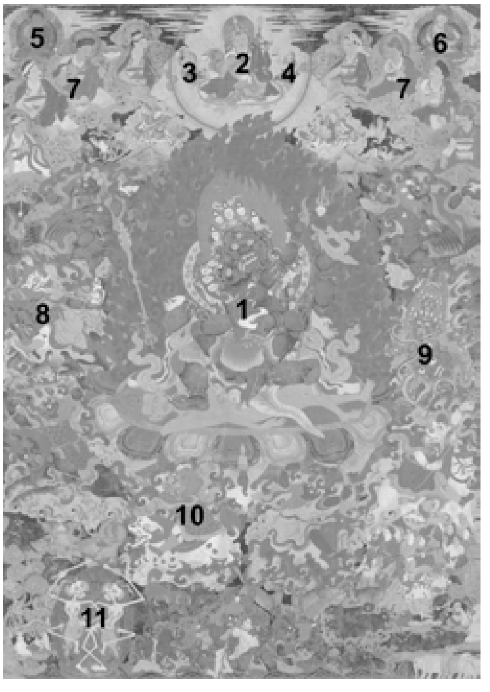
此幅唐卡天衣無縫地將無比嘈雜繁忙、層疊對抗的場面整合成一幅對稱有緒的畫面，詮釋出典型的西藏藝術情趣，恰恰是許多藏家最初對此類藝術感興趣的原因。造型和豔麗的色彩盡顯高超繪畫技藝，從深暗的薰衣草色到炫麗的橙色，其無限的能量激發觀者的感官以及好奇心，豐富的構圖愈經細觀愈顯露出精彩的細節。

四臂大黑天乃「勝樂金剛密續」的護法神，此處大黑天與明妃以雙身形象出現，周圍八位隨從出現在屍陀林中。畫心下方，惡魂附身的熊、馬、水牛等動物虎視眈眈的覬覦著被大黑天的使者們屠殺的血肉。左下角，身著白袍的大成就者左手持骨管，右手打鞀鼓，同時眺望這血腥的場面。畫心右下角有一群穆斯林和西藏人，以及配戴金色月桂花環的紅膚半神。同時，在夜空中，蓮花生大師現身於大黑天正上方，寧瑪歐瑟智欽法系的上師們（十二世紀）聚集兩旁。

來源
Mactaggart私人珍藏

1. Mahakala Chaturbhuja with consort
2. Padmasambhava
3. Mandarva
4. Yeshe Tsogyal
5. Amitabha
6. Vajrasattva
7. Nyangrel Nyingma Ozer Lineage
8. Skingkyong
9. Rahula
10. Dorje Legpa
11. Shmashana Adhipati

1. 四臂大黑天與明妃
2. 蓮花生大師
3. 曼達拉瓦
4. 葉舍措嘉
5. 阿彌陀佛
6. 金剛薩埵
7. 寧瑪歐瑟智欽法系
8. 香護法
9. 壇喇呼拉護法
10. 金剛善護法
11. 屍陀林主





29

A THANGKA OF SHADBHUJA MAHAKALA
CENTRAL TIBET, TASHI LHUNPO STYLE, 19TH CENTURY

Distemper on cloth; verso with gold Tibetan 'om, ah, hum' invocations behind each figure.
Himalayan Art Resources item no.100635
Image: 45 x 30 cm (17 1/4 x 11 3/4 in.);
With silks: 82.5 x 54 cm (32 x 21 1/4 in.)

HK$150,000 - 250,000

Tashi Lunpo monastery, which was the Gelug Panchen Lama's seat of power, had a reputation for attracting the best artists from Central Tibet. While rendered with a later palette, the composition's high horizon line and emphasis on foliage among the figures in the sky are shared by a group of thangkas from Tashi Lhunpo gifted to the Qing Palace Collection (*Gu gong bo wu yuan cang wen wu zhen pin quan ji; 59: Zang chuan fo jiao tang ka*, Hong Kong, 2003, pp.158-67, nos.147-54). Also, the prominent symmetry, cloud forms fringing the horizon, and crown types with wide gaps between the central and side leaves, are characteristics of the Tashi Lhunpo style described by Jackson in *The Place of Provenance*, New York, 2012, pp.41-3. For further examples identified alongside the present lot, see HAR set no.2989.

Published
Armand Neven, *Etudes d'art lamaïque et de l'Himalaya*, Brussels, 1978, pp.26-7, no.11.
Pia and Louis Van der Wee, *A Tale of Thangkas: Living with a Collection*, Antwerp, 1995, pp.96-8, figs.45-6.

Exhibited
De Taal van de Thangka, Ethnographic Museum, Antwerp, 1995.

Provenance
The Van Der Wee Collection, Belgium, acquired in Brussels, 26 November 1965

六臂大黑天唐卡
西藏中部，扎什倫布風格，十九世紀

布本設色；唐卡背面以金色藏文在每人物對應處題"唵阿吽"三字符咒。
喜馬拉雅藝術資源網100635號
畫心：45 x 30釐米（17 1/4 x 11 3/4英吋）;
裝裱：82.5 x 54釐米（32 x 21 1/4英吋）

150,000 - 250,000 港元

由格魯派班禪喇嘛掌管的扎什倫布寺享譽盛名，吸引了藏中技藝最高超的畫匠來此進行創作。此唐卡雖然顏色呈現晚期特色，但構圖體現扎什倫布寺風格，比如地平線位置較高，並且以枝葉裝點上方天空中的人物，清朝故宮收藏的扎什倫布寺唐卡亦帶有此些特徵（參見故宮博物院藏文物珍品全集：藏傳佛 唐卡，香港，2003年，頁158-67，147-54號）。此外，作品的對稱形式、以雲層對地平線的勾勒、以及不等距分配的骷髏冠葉（中間緊兩側松），均符合Jackson在書中描述的扎什倫布風格，參見Jackson ，*The Place of Provenance*，紐約，2012年，頁41-3。其他相關範例請參見喜馬拉雅藝術資源網2989號。

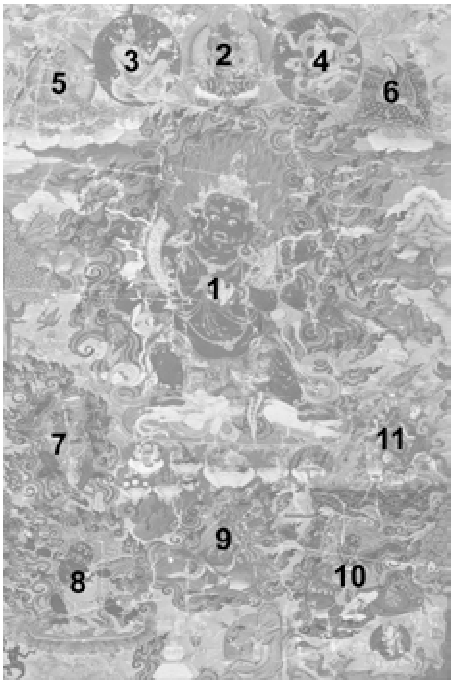
著錄
Armand Neven， *Etudes d'art lamaïque et de l'Himalaya*，布魯塞爾，1978年，頁26-7， 11號。
Pia與Louis Van der Wee， *A Tale of Thangkas: Living with a Collection*，安特衛普， 1995年，頁96-8， 圖45-6 。

展覽
De Taal van de Thangka，民族博物館，安特衛普, 1995年。

來源
范德偉夫婦私人珍藏，比利时，於1965年11月26日購自布魯塞爾

1. Shadbhuja Mahakala
2. Vajradhara
3. Shavaripa
4. Damarupa
5. Kanha
6. Kunga Naljor
7. Takkiraja
8. Jinamitra
9. Kshetrapala
10. Raudrantika
11. Shri Devi

1. 六臂大黑天
2. 執金剛神
3. 夏瓦利巴
4. 達瑪茹巴
5. 坎哈巴
6. 貢嘎那爵
7. 大自在天
8. 如勝友
9. 墓地護法
10. 雄威護法
11. 吉祥天母









30

AN AVALOKITESHVARA MANDALA
CENTRAL TIBET, LHASA STYLE, 19TH CENTURY

Distemper on cloth; verso with Tibetan “om, ah, hum” incantations behind each figure in red ink and six multi-line Tibetan mantras and *dharanis* empowering the mandala and each of the wrathful deities below.
Himalayan Art Resources item no.100647
Image: 67 x 47 cm (26 3/4 x 18 1/2 in.);
With silks: 130 x 70 cm (51 x 27 1/2 in.)

HK$150,000 - 250,000

The thangka is a rare depiction of the *Tigle Chu Drug* Avalokiteshvara mandala, with its sixteen levels of deities and teachers. Whereas most mandalas follow ancient Indian textual prescriptions, the *Tigle Chu Drug* is thought to be distinctly Tibetan, possibly originating from the Kadampa tradition of Atisha (982-1054), who is pictured near the top center. The mandala’s complex scheme, heightened by contrasting colors, conveys an absorbing three-dimensional universe viewed from the top down.

The composition follows a Gelug formula developed in Lhasa, placing the central mandala against a deep blue sky, with worldly, wrathful deities in an abbreviated verdant landscape below, and Buddhas and teachers among the clouds above. Further stylistic examples can be viewed on HAR, item nos.2339 & 41018; and Bonhams, New York, 17 March 2014, lot 41.

Published
Detlef Ingo Lauf, *Tibetische Kunst*, Bern, 1969, no.64.
Armand Neven, *Lamaïstische Kunst*, Brussels, 1975, no.125.
Armand Neven, *Art Lamaïque*, Brussels, 1975, no.125.
Jean Eracle, *Om Mani Padme Hum*, Morlanwelz, 1980, no.59.
Pia and Louis Van der Wee, *A Tale of Thangkas: Living with a Collection*, Antwerp, 1995, pp.123-4, fig.59.

Exhibited
Tibetische Kunst, Zurich, 8 - 30 March 1969; Luzern, 17 April - 11 May 1969; Geneva, 31 May - 22 June 1969.
Lamaïstische Kunst/Art Lamaïque, Société Général de Banque à Bruxelles, Brussels, 15 May - 30 June 1975.
Om Mani Padme Hum, Musée Royal de Mariemont, Morlanwelz, 25 April - 5 October 1980.
Mandala, The Ethnographic Museum, University of Zurich, August 1993.
De Taal van de Thangka, Ethnographic Museum, Antwerp, 1995.

Provenance
The Van Der Wee Collection, Belgium, acquired in Antwerp, 14 November 1964

觀世音菩薩壇城
藏中，拉薩風格，十九世紀

布本設色；背面有藏文題記，包括每人物背後紅色的”唵，阿，吽”符咒，以及六處祈禱文賦予曼荼羅及憤怒尊神以法力。
喜馬拉雅藝術資源網100647號
畫心： 67 X 47釐米（26 3/4 X 18 1/2英吋）;
裝裱：130 X 70釐米（51 X 27 1/2英吋）

150,000 - 250,000 港元

此幅唐卡描繪了少見的*Tigle Chu Drug*觀世音菩薩壇城，以十六層上師及神祇組成。雖然大多數壇城架構都遵循古印度經文，但是*Tigle Chu Drug*壇城應為西藏所獨創，可能源於阿底峽（982-1054）創立的噶當派傳統，因而此處阿底峽被描繪於唐卡畫心頂端。壇城結構複雜，色彩艷麗，畫工細膩，展示出一個俯視角度的三維立體空間。

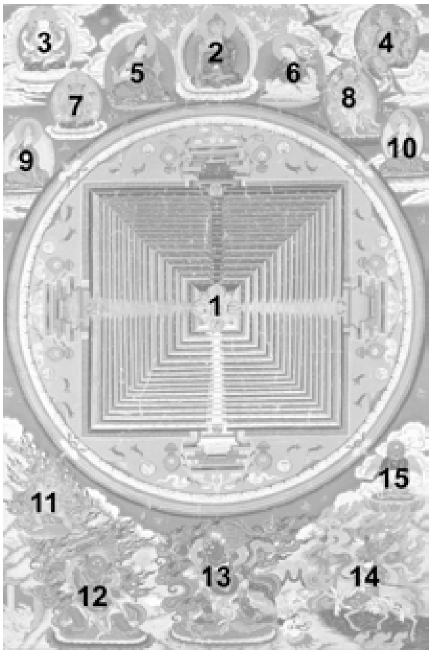
唐卡的構圖遵循一個源於拉薩的格鲁派傳統，其將中央的壇城置於深藍色的天空之中， 將忿怒相尊神置於簡潔而翠綠的山水下界中，而傳承上師以及諸位神明則在雲層上界之中。更多此風格的實例可以參考喜馬拉雅藝術資源網，2339 與 41018號；以及邦翰斯，紐約，2014年3月17日，拍品41號。

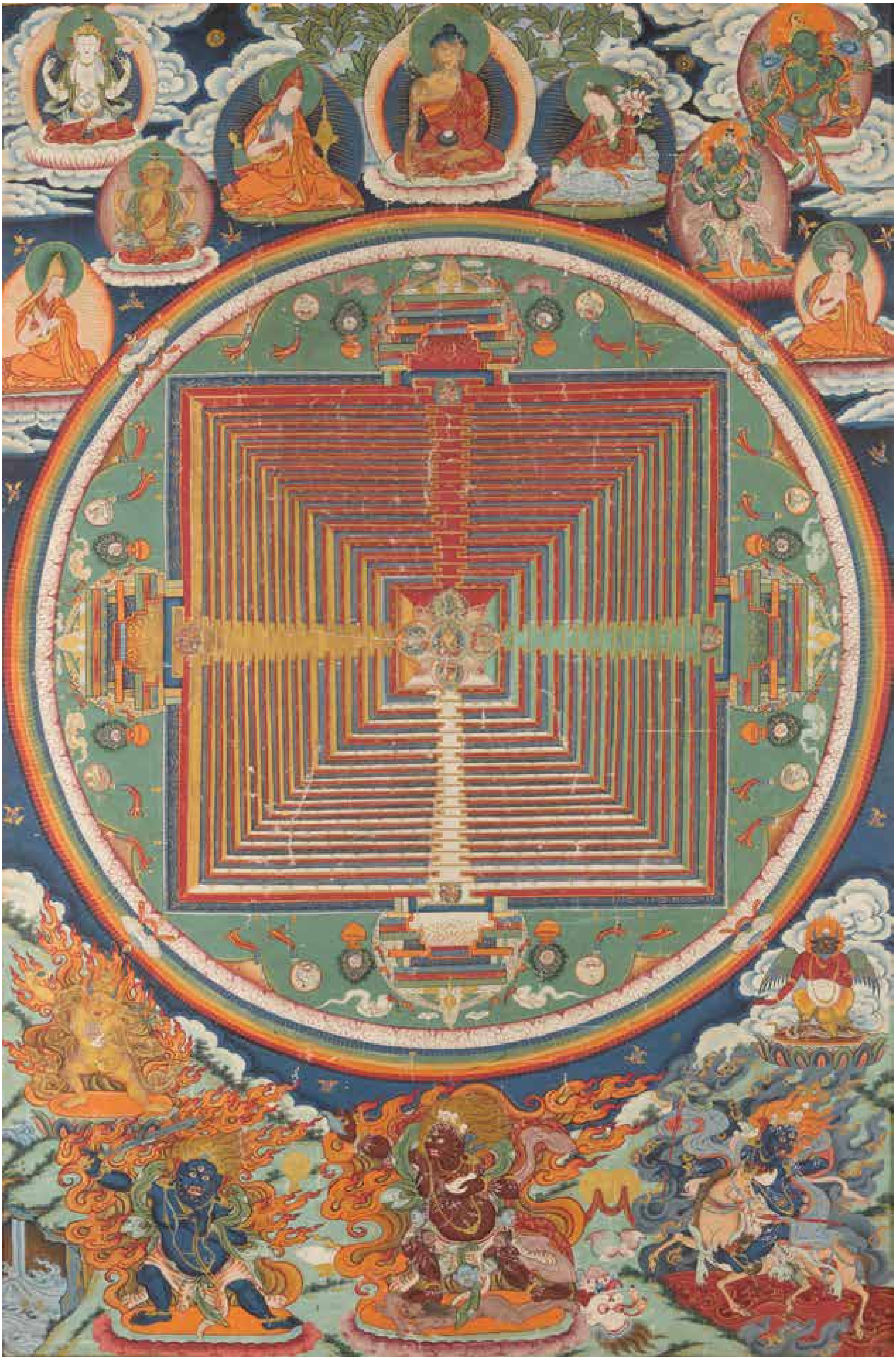
著錄
Detlef Ingo Lauf，*Tibetische Kunst*，伯恩， 1969年，64號。
Armand Neven， *Lamaïstische Kunst*，布魯塞爾，1975年， 125號。
Armand Neven， *Art Lamaïque*，布魯塞爾，1975年， 125號。
Jean Eracle，*Om Mani Padme Hum*，莫爾朗韋， 1980年，59號。
Pia 與 Louis Van der Wee， *A Tale of Thangkas: Living with a Collection*，安特衛普， 1995年，頁123-4， 59號圖。

展覽
Tibetische Kunst，蘇黎世， 1969年3月8日至30日；盧森， 1969年4月17日- 5月11日; 1969年5月31日- 6月22日，日内瓦。
Lamaïstische Kunst/Art Lamaïque，興業銀行，布魯塞爾， 1975年5月15日- 6月30日。
Om Mani Padme Hum，皇家馬里蒙特博物館，莫爾朗韋，1980年4月25日 - 10月5日。
Mandala，蘇黎世大學民族博物館，蘇黎世大學， 1993年8月。
De Taal van de Thangka，民族博物館，安特衛普, 1995年。

來源
范德偉夫婦珍藏，比利时，於1964年11月14日購自安特衛普。

1. Avalokiteshvara Mandala	1. 觀世音菩薩壇城
2. Shakyamuni Buddha	2. 釋迦牟尼佛
3. Avalokiteshvara Shadakshari	3. 四臂觀音
4. Green Tara	4. 綠度母
5. Atisha	5. 阿底峽
6. Dromton	6. 仲敦巴
7. Prajnaparamita	7. 般若佛母
8. Krodha Tara	8. 忿怒尊度母
9. Gelug Hierarch	9. 格鲁派上師
10. Nagarjuna	10. 龍樹菩薩
11. Yellow Vajrabhairava	11. 黃威羅瓦金剛
12. Acala	12. 不動明王
13. Vajrabhairava	13. 大威德金剛
14. Shri Devi	14.吉祥天母
15. Shabala Garuda	15. 迦樓羅







31

A COPPER ALLOY FIGURE OF VAJRADHARA
BHUTAN, 19TH CENTURY
Himalayan Art Resources item no.2435
42 cm (16 1/2 in.) high

HK$800,000 - 1,200,000

Seated above a leafy lotus platform popular throughout Bhutanese sculpture, the primordial Buddha Vajradhara, and root deity of many tantric teachings, is finely cast with great volume and scale. A portrait of Je Tshultrim Gyaltsen of similar size shares the same crown style, tightly bound two-tiered chignon, and short curved ribbons behind the ears (see Bartholomew & Johnston (eds), *The Dragon's Gift*, Honolulu, 2003, p.359, no.95). Also compare a closely related figure of Amitayus in the Nation Museum of Bhutan, Paro, published in Pommaret et al., *Bhutan: trobada amb els déus a l'Himàlaia*, Barcelona, 1998, p.93, no.5.

Provenance
Private Asian Collection

金剛總持銅像
不丹，十九世紀
喜馬拉雅藝術資源網2435號
高42釐米（16 1/2英吋）

800,000 - 1,200,000 港元

金剛總持乃原始佛，諸多密宗教法均以其為根基。此尊造像體量碩大，鑄造精美，刻畫金剛總持結跏趺坐於枝葉繁茂的蓮花寶座之上，此類蓮座備受不丹藝術家之青睞。一尊尺寸相近的慈誠堅贊像在寶冠風格、雙層髮髻、及耳後髮帶等細節上均與本拍品類似（參見Bartholomew與Johnston（編），*The Dragon's Gift*，檀香山，2003年，頁359，95號）。另比較一尊緊密相關的藏於不丹國立博物館的無量壽佛像，出版於Pommaret及其他，*Bhutan: trobada amb els déus a l'Himàlaia*，巴塞羅那，1998年，頁93，5號。

來源
亞洲私人珍藏



32
A SILK APPLIQUÉ AND EMBROIDERED THANGKA OF USHNISHAVIJAYA
BHUTAN, 19TH CENTURY
With original silk damask mounts and Chinese kosu dragon panel.
Himalayan Art Resources item no.12416
Image: 74 x 56 cm (29 1/3 x 22 in.);
With silks: 160 x 95 cm (63 x 37 3/8 in.)

HK$400,000 - 600,000

At the center, the textile celebrates Ushnishavijaya as a life-granting force bringing spirited lotuses into bloom. Formerly of the Jucker Collection, revered for assembling some of the richest examples of Bhutanese painting, this textile's carefully chosen appliqué damasks achieve an enlivening shimmer under raking light. Its plush silk mounts continue to echo this alluring effect.

The treatment of the primary figure and the more restrained composition compares favorably with other examples of Ushnishavijaya and Tseringma in Bartholomew & Johnston, *The Dragon's Gift*, Honolulu, 2008, pp.232 & 239, nos.39 & 42. Compare also the closely related example of Shadakshari in the Newark Museum, published in Reynolds, *From the Sacred Realm*, New York, 1999, p.223, pl.127. Unlike these three examples, here, lamas dominate the surrounding field, who further attribute the work from the Land of the Thunder Dragon, as Bhutan's Drugpa Kagyu hierarchs are the only to wear this tall fan-shaped hat with a high peak that can be seen above its rim.

The identity of each can be deduced fairly reliably. The first, in the top left corner, is Bhutan's founder, Shabdrung Ngawang Namgyel (1594-1651). The second is almost certainly the Ninth Je Khenpo, Shakya Rinchen (1710-59), for his bushy beard is quite particular among the nation's leaders. Moreover, Ushnishavijaya was one of Shakya Rinchen's main practices, and murals and sculptures of her abound in sites related to him. The third figure, in the bottom center, is most likely the Twenty-Fifth Je Khenpo, Sherab Gyaltsen (1772-1848), who dons quite common facial hair, but who is also most often depicted with a book in his lap as well. If so, his presence would inform a 19th-century date for the piece, given that he was installed as Bhutan's religious leader (Je Khenpo) between 1836-9. Biographies of each these pivotal leaders are available at treasuryoflives.org.

Bonhams would like to thank Dr. Ariana Maki for her assistance in preparation of this lot.

Provenance
The Jucker Collection, Switzerland
Sotheby's, New York, 28 March 2006, lot 122
Private Collection, acquired from the above

尊勝佛母堆繡唐卡
不丹，十九世紀
原始錦緞裱工配緙絲龍紋唐門。
喜馬拉雅藝術資源網12416號
畫心：74 x 56釐米（29 1/3 x 22英吋）;
裝裱：160 x 95釐米（63 x 37 3/8英吋）

400,000 - 600,000 港元

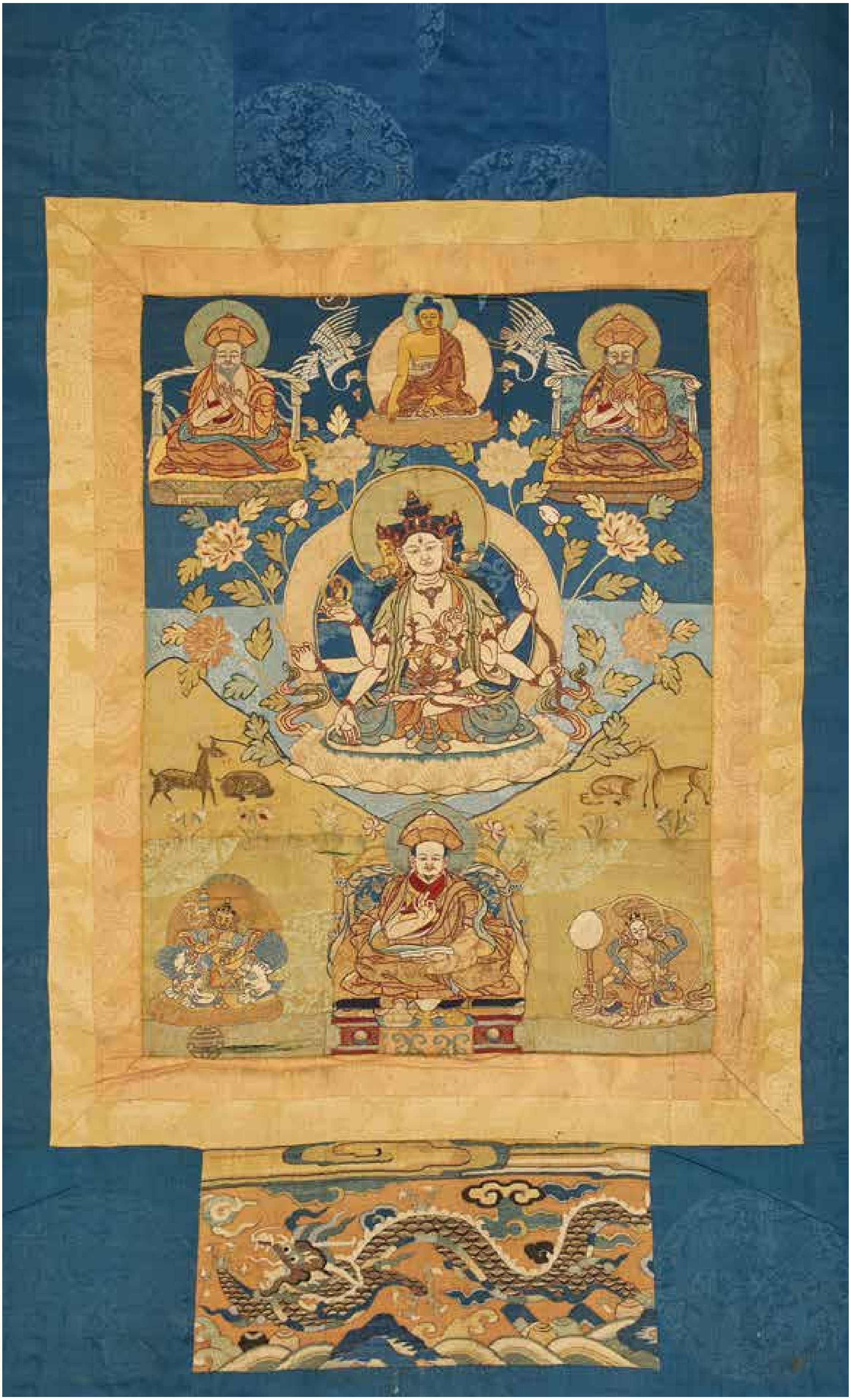
尊勝佛母端坐於唐卡正中，以其延壽賜福之法力召喚荷花綻放。作品原屬Jucker舊藏，該收藏特以珍品不丹畫作聞名。此幅堆繡唐卡選料講究，精心挑選之上乘錦緞在側光下熠熠生輝。裱料亦精細絲滑， 與畫心之光澤遙相呼應。

*The Dragon's Gift*一書中所載之尊勝佛母唐卡及祥寿佛母唐卡可與本拍品相比照，三者均構圖簡潔，亦在對主尊的描繪方法上有相似之處，而此拍品則更勝一籌（參見Bartholomew 與 Johnston，*The Dragon's Gift*，檀香山，2008年，頁 232與239，39與42號）。其他緊密相關的作品包括藏於紐瓦克博物館的四臂觀音唐卡，刊載於Reynolds，*From the Sacred Realm*，紐約，1999年，頁223，版圖127。然而，與上述三幅對照作品不同的是，此幅尊勝佛母的四周以刻畫喇嘛為主。觀察幾位上師之裝束，其所配戴之扇形尖頂高帽為不丹竹巴噶舉派高僧所特有，由此可斷定該唐卡源於雷龍之國不丹。

推測此幾位上師的身份並非難事。首先，構圖左上方刻畫的是不丹国的缔造者夏仲阿旺朗杰（1594-1651）。而右上方應為九世傑堪布釋迦仁钦（1710-59），其茂密的落腮鬍鬚在不丹領袖中獨樹一幟。此外，釋迦仁钦主修尊勝佛母法門，其相關遺址處所見之壁畫與造像多以尊勝佛母為題材。構圖下方的第三位上師很可能為二十五世傑堪布塞拉布加爾臣（1772-1848），其常以手持經書的形象出現在藝術作品之中。塞拉布加爾臣於1836-9年間被封為不丹宗教領袖（傑堪布），因此若其身份確鑿，則此唐卡可被斷代為十九世紀之作。慾了解更多上師生平，請參見treasuryoflives.org。

謹在此特別鳴謝Ariana Maki博士協助撰寫此文。

來源
Jucker珍藏，瑞士
蘇富比，紐約，2006年3月28日，拍品122號
私人收藏，於上述拍賣竟得







33

A LARGE THANGKA OF AVALOKITESHVARA SHADAKSHARI
BHUTAN, 18TH/19TH CENTURY

Distemper on cloth; recto with repeated Tibetan *Om Mani Padme Hum* inscriptions in gold on white and yellow banners in the foreground, the six-syllable mantra of Lokeshvara, *om mani padme hum*, also inscribed on the sun and moon in the sky; the verso with a large drawn stupa in red and black ink framing numerous mantras and blessings in various scripts.
Himalayan Art Resources item no.2427
Image: 130.8 x 94 cm (51 1/2 x 37 in.);
With silks: 175.3 x 116.8 cm (69 x 46 in.)

HK$1,200,000 - 1,500,000

This large masterpiece of Bhutanese painting, notably imbued with numerous inscribed blessings, depicts the Shadakshari triad within a glorious golden pavilion. Shadakshari Lokeshvara personifies the mystic Buddhist mantra, *Om Mani Padme Hum*, thought to contain the essence of the Bodhisattva. He is flanked by the white goddess Shadakshari, who reflects him in female form on the right, and yellow Manidhara ('Jewel Holder') on the left. A rainbow encircles the godhead of the 'lotus' Buddha clan, Amitabha, in the top center. Below, White Tara appears, flanked by yellow and white banners that repeat Shadakshari's mantra, interspersed among pairings of birds and animals, and colorful wish-fulfilling trees.

On the thangka's reverse is a finely drafted stupa replete with recesses containing Vaishravana, auspicious symbols, and treasure. It frames lengthy inscriptions, comprised of various blessing mantras invoking a cornucopia of Buddhist deities, including Shakyamuni, Manjushri, Avalokiteshvara, Vajrapani, Amitayus, Vajrasattva, Shadakshari, Padmasambhava, Akshobhya, Vaishravana, and Jambhala. The final four-line verse is translated, "*By this merit may the sins and obscurations of all beings be purified, all desires and wishes be accomplished; may [all beings] quickly attain the stage of the Great Compassionate One."* Bonhams is grateful to Himalayan Art Resources for their assistance with the translation of the thangka's inscriptions.

The painting's exemplary characteristics of the Bhutanese style include: the cumulus and stratocumulus clouds of fantastical colors, including the very distinctive orange; the five-lobed wavy pink and white lotus petals under the central deity; the proliferation of highly detailed botanical and zoological elements seen distinguishing certain specie of flora and fauna in the foreground; the polychromatic array of gold brocaded garments; the dark blue seat-back cushions draped with white scarves behind the lamas in the foreground; and of course the Drugpa Kagyu lamas themselves, wearing their unique tall fan-shaped hat with a high peak that can be seen above its rim. Compare these features with related thangkas of Dorje Yudronma in Bartholomew & Johnston, *The Dragon's Gift*, Honolulu, 2008, pp.234-5, no.40, and recently sold at Bonhams, New York, 13 March 2017, lot 3041.

Provenance
Private Asian Collection

四臂觀音唐卡
不丹，十八/十九世紀

布本設色；畫心中白黃兩色條幅上有金色藏文嗡嘛呢叭咪吽題記反覆出現，此觀音六字真言亦出現於天空中日月之上；唐卡背面以朱色和黑色線條勾勒出佛塔一座，塔中以不同字體題有若干咒語與祈願文。
喜馬拉雅藝術資源網2427號
畫心：130.8 x 94釐米（51 1/2 x 37英吋）;
裝裱：175.3 x 116.8釐米（69 x 46英吋）

1,200,000 - 1,500,000 港元

此幅不丹唐卡畫工精湛，畫幅巨大，描繪四臂觀音三尊端坐於金色寶亭之內，畫面上亦有多處祈願文題記。四臂觀音為唵嘛呢叭彌吽六字真言之化身，被視為菩薩願力與加持的結晶。主尊兩旁坐有兩位侍從，右側為白色的四臂觀音佛母，是四臂觀音所對應的女性形象，而左側是黃色的持寶菩薩。彩虹圍繞著位於上界中心的蓮花部部祖阿彌陀佛 。白度母結跏趺坐於唐卡正下方，兩旁立有穿插於鳥類、動物和許願樹之間的黃白兩色條幅，其上題記重複著四臂觀音心咒。

唐卡背面以朱色和黑色線條精心勾勒出一座佛塔，塔底繪有多聞天王、吉祥符以及珍寶。塔內題滿了向諸神祈福之咒文，包括釋迦牟尼佛、文殊菩薩、觀世音菩薩、金剛手菩薩、無量壽佛、金剛薩埵、四臂觀音 、蓮花生大士、阿閦佛、多聞天王、以及五姓財神。題記的最後四行可譯為"以此績德望眾生的罪惡與蒙昧得到淨化，實現所有的願望，期許*[眾生]*都得以快速達到大慈悲之境界。" 邦翰斯謹在此特別鳴謝喜馬拉雅藝術資源網協助翻譯唐卡上的題記。

此唐卡帶有典型的不丹風格特徵，其中包括：絢麗的積層彩雲，特別是獨特的橘橙色雲朵；在中央主尊下方的波浪狀白粉色蓮花瓣；精細而豐富的動植物元素，前景中不同種類的動植物清晰可辨，無不維妙維肖；各人物身上的多彩的織金錦緞；前景中喇嘛身後帶白色絲帶的深藍色椅背；當然還有竹巴噶舉喇嘛獨特的扇形高頂法帽。比較兩幅多傑玉卓瑪唐卡中的相關細節，參見Bartholomew與Johnston，*The Dragon's Gift*，檀香山，2008年，頁234-5，40號，以及2017年3月13日於紐約邦翰斯售出的3040號拍品。

來源
亞洲私人珍藏







34
A THANGKA OF TARANATHA
CENTRAL TIBET, 17TH CENTURY
Distemper on cloth; recto with Tibetan inscriptions in gold identifying each figure.
Himalayan Art Resources item no.23550
Image: 69 x 48 cm (27 x 19 in.);
With silks: 120 x 70 cm (27 x 27 in.)

HK$400,000 - 600,000

This beautiful thangka depicts the great historian, Taranatha (1575-1634), the foremost sage of the Jonang school of Tibetan Buddhism, one of the key Tibetan leaders of the turbulent 17th century, and pivotal to any discussion of Mongolian Buddhism.

Gold is lavished upon the painted surface, heightening textiles, architecture, and the verdant paradise with blue craggy rocks that nod to the great tradition of landscape painting in China. The thangka's high quality resounds within its smallest details, such as the flawless draftsmanship of Taranatha's elegant hands, the idiosyncratic vigor of each mythical beast within his elaborate mandorla, and the effortless division of space through the employ of subtle brown and green washes within the landscape.

Tarantha is one of the most frequently referenced Tibetan historians by modern writers on the history of Buddhism. He was a polymath who penned a vast bibliography, including numerous treatises on Buddhist philosophy, art, and, "the most important history of Indian Buddhism to be written in any language," as Martin sees it (*Tibetan Histories. A Bibliography of Tibetan Language Historical Works*, London, 1997). Taranatha was an avid patron of the arts and one of the principal agents behind the 'Pala Revival' style in Tibet, commissioning the restoration of Pala-style murals at his order's primary enclave, the Jonang Puntsog Ling.

Escaping increasing pressure from Gelug domination and its policies of 'unification' within the 17th century, Taranatha spent his last years missionizing dwindling Sakya monasteries in Mongolia. Subsequently, Mongolia's great spiritual leader, Zanabazar (1635-1723), was identified as Taranatha's reincarnation, upholding the latter's reputation as "a man of deep learning who made his field of enquiry as wide as humanly possible", according to Templeman ("Taranatha the Historian", in *The Tibet Journal*, vol.6, no.2, 1981, pp.41-6). All eight of his Mongolian incarnations held Taranatha's posthumous epithet, Jebtsundamba Khutukhtu ('Venerable and Saint Master Incarnate'), until 1924.

Provenance
Private European Collection

1. Taranatha
2. Shakyamuni Buddha
3. Ajita
4. Angaja
5. Heruka Kalachakra
6. Heruka Hevajra
7. Panjanarta Mahakala
8. Shri Devi Dudsolma

1. 多羅那他
2. 釋迦牟尼
3. 阿氏多尊者
4. 因竭陀尊者
5. 時輪金剛
6. 喜金剛
7. 寶帳大黑天
8. 吉祥天母

多羅那他唐卡
西藏中部，十七世紀
布本設色；正面每人物附近有金色藏文題記指明其身份。
喜馬拉雅藝術資源網23550號
畫芯： 69 X 48 釐米（27 X 19英吋）;
裝裱：120 X 70 釐米（27 X 27英吋）

400,000 - 600,000 港元

此幅精美的唐卡描繪偉大的史學家多羅那他（1575 – 1634），多羅那他是藏傳佛教覺囊派聖賢，動盪的十七世紀中重要的西藏領袖，且在蒙古佛教發展中起到了舉足輕重的作用。

畫心中大量使用金色，用以點綴人物的服飾、建築、翠綠山水以及藍色崎岩。山石的處理融入了中國山水畫傳統。精湛的畫工在唐卡最細微之處反映出來，如多羅那他手型優雅的繪法，威風凜凜的憤怒尊以及其身後精緻的光輪，且採用微妙的棕色和綠色暈染而區分構圖上的不同空間。

在有關佛教史的著錄中，多羅那他是現代作家最常引用的西藏歷史學家之一。他博學多才，著述良多，著作中包括佛教哲學、藝術、以及Martin所提到的「最為重要的印度佛教史」（參見*Tibetan Histories. A Bibliography of Tibetan Language Historical Works*，倫敦，1997年）。 多羅那他是一位藝術文化支持者，也在西藏「帕拉復興風格」的發展中起到了重要作用，主持修復了覺囊派達丹彭措林寺的帕拉風格壁畫。

十七世紀時格魯派勢力逐漸強大，多羅那他為逃避格魯"統一"政策移居他鄉，晚年在蒙古薩迦派寺廟中說法傳教。圓寂後，蒙古的精神領袖扎那巴扎爾（1635-1723）被認定為多羅那他的轉世，如Templeman所言，扎那巴扎爾延續了其前世之盛名，是"一位學識廣博深不可測的智者"（參見「Taranatha the Historian」，刊載於 *The Tibet Journal*， 卷6，2號，1981年,，頁41-6）。直到1924年，多羅那他轉世的八位蒙古活佛都享有他的諡號，哲布尊丹巴呼圖克圖（「尊勝化身」）。

來源
歐洲私人珍藏





35
A GILT COPPER ALLOY FIGURE OF AVALOKITESHVARA SHADAKSHARI
MONGOLIA, 18TH CENTURY
Himalayan Art Resources item no.2433
25.4 cm (10 in.) high

HK$800,000 - 1,200,000

The radiant figure of Shadakshari Lokeshvara depicts him with an enduring gaze and confident smile. He is the embodiment of the *Om Mani Padme Hum* mantra, whose six syllables are the seeds of the six realms in the great cosmic wheel. Their lord, he assists all beings on the path to enlightenment.

The impressive sculpture bears the hallmarks of the Zanabazar school, including the lithe and youthful treatment of the body, the broad and powerful shoulders, the staggered, flattened lotus petals, and the exceptional gilding. Compare with a closely related example in Tsultem, *Zanabazar*, Ulan Bator, 1982, p.100, no.83; another in the Ayurzana Collection, published in Narantuya, *Treasures of Mongolian Art*, Ulaanbaatar, 2005, p.48; and a third, with similar beaded treatment of the jewelry, published in Xia (ed.), *Pu Ti Miao Xiang* Shenyang, 2001, p.159, no.152.

Provenance
American Private Collection since 2001

銅鎏金四臂觀音像
蒙古，十八世紀
喜馬拉雅藝術資源網2433號
高25.4釐米（10英吋）

800,000 - 1,200,000 港元

四臂觀音面容自信且略帶微笑，目光專注而熠熠生輝。他是六字真言「嗡、嘛、呢、叭、咪、吽」的化現，六個種子字分別對應輪迴中的六道。菩薩慈悲為懷，以其法力助眾生走上証悟之道。

此尊精美的造像帶有扎納巴扎尔風格特徵，包括其年輕的體格、健壯寬碩的雙肩、交錯平滑的蓮瓣、以及厚重的鎏金。比較一尊緊密相關的造像，出版於Tsultem，扎 巴扎尔, 烏蘭巴托，1982年，頁100，83號；Ayurzana收藏中亦有一件可比作品，參見Narantuya，*Treasures of Mongolian Art*，烏蘭巴托，2005年，頁48；另有一尊擁有相似串珠瓔珞的造像出版於夏景春（編），菩提妙相，瀋陽，2001年，頁159，152號。

來源
美國私人珍藏，自2001年



36

A GILT COPPER ALLOY REPOUSSÉ FIGURE OF SYAMATARA
DOLONNOR, QING DYNASTY, 18TH CENTURY
Himalayan Art Resources item no.2436
33.7 cm (13 1/4 in.) high

HK$400,000 - 600,000

This beautiful sculpture depicts the young goddess Syamatara, who is venerated as a liberator, able to free devotees from the chain of birth and rebirth and all the suffering that ensues. In myth, she emerged from the tears of Avalokiteshvara as he wept for the suffering of all sentient beings. It is a testament to her supreme compassion and agency. As such, she is depicted with her right leg outstretched, ready to respond to one's suffering, and her right hand in the gesture of charity.

The exquisitely worked, separate lotus stems and crown are hallmarks of the finest work from Dolonnor in Inner Mongolia, which catered to the rapid expansion of Tibetan Buddhist temples along the border regions of the Qing empire, particularly under the Qianlong emperor (r.1735-95). However, there is flair and creativity about the present sculpture that may indicate it predates his reign.

The treatment of common stylistic features, such as the large pendant earrings, long chain necklace, and the broad, smooth lotus petals around the base, compare favorably with a Manjushri in the Rietberg Museum, and figures of Ushnishavijaya and Maitreya in the Jacques Marchais Museum of Tibetan Art, New York (see Uhlig *On the Path to Enlightenment*, Zurich, 1990, p.114, no.65; and Lipton & Ragnubs, *Treasures of Tibetan Art*, New York, 1996, pp.116 & 140, nos.51 & 68, respectively). Further examples in the Kandell Collection are published in Rhie & Thurman, *A Shrine for Tibet*, New York, 2010, pp.76-9, nos. I-14a,b & I-15a,b. Also see Bonhams, New York, 17 March 2014, lot 27.

Provenance
Private Asian Collection

銅鎏金錘疊綠度母像
多倫諾爾，清朝，十八世紀
喜馬拉雅藝術資源網2436號
高33.7釐米（13 1/4英吋）

400,000 - 600,000 港元

此尊貌美的綠度母現少女相，化身救度佛母引導世人從痛苦與輪迴中得以解脫。傳說綠度母是觀世音菩薩為眾生苦難而哭泣時其眼淚所化現，擁有無限的慈悲與法力。綠度母右手施與願印，給與世人願望滿足，右足伸展採蓮花，隨時准備起身救度苦難眾生。

綠度母手持之蓮花與頭戴之寶冠均工藝精湛且獨立製作而成，為內蒙古多倫諾爾寺的典型作法。清政府，特別是於乾隆時期（1735-95年在位），在邊界處大肆興建藏傳佛教寺廟，多倫諾爾寺亦大量製作造像以滿足其需求 。然而，此拍品具有獨特的設計與韻味，其年代亦可能早於乾隆時期。

綠度母的大吊墜耳環、長珠串項鍊、以及寬厚蓮瓣等細節均與三尊博物館藏造像風格相似，分別為蘇黎世瑞騰伯格美術館的一尊文殊菩薩，以及紐約Jacques Marchais西藏藝術博物館的尊勝佛母和彌勒菩薩造像 （參見Uhlig ，*On the Path to Enlightenment*， 蘇黎世， 1990年，頁114， 65號；以及 Lipton與Ragnubs， *Treasures of Tibetan Art*，紐約， 1996年，頁116 及 140，51與68號）。Kandell 珍藏中亦有多件可比作品，出版於Rhie與Thurman，*A Shrine for Tibet*，紐約， 2010年，頁76-9， I-14a,b & I-15a,b號。另可參考邦翰斯，紐約，2014年3月17日，拍品27號。

來源
亞洲私人收藏



37

A THANGKA OF VAJRASATTVA AND VAJRAGARVI
JIAQING PERIOD (1796-1820), YONGHEGONG STYLE
Distemper on cloth.
Himalayan Art Resources item no.2425
Image: 97 x 66 cm (38 x 26 in.)

HK$150,000 - 200,000

A horizon line of green mountain peaks running across the middle of the background is characteristic of repeated figure compositions made at Yonghegong in Beijing and can still be seen on later iterations hanging in its 'Esoteric Hall' today. Further examples within the temple's collection are published in *Beautiful Thangka Paintings in Yonghegong*, Beijing, 2001, pp.23, 45 & 53. A near identical example of this painting, in lesser condition, is held in the American Natural History Museum, gifted by the Estate of William B. Whitman in 1937 (Acc.#70.0/6934, HAR item no.94340).

Provenance
George Subkoff Antiques, NY, acquired 1970s
Private Collection

金剛薩埵雙身唐卡
嘉慶年間（1796-1820年），雍和宮風格
布本設色。
喜馬拉雅藝術資源網2425號
畫心：97 x 66釐米（38 x 26英吋）

150,000 - 200,000 港元

近百尊小型雙神佛圍繞主尊整齊排列，其背後一排青綠色山脊橫貫畫心正中，此構圖洽為北京雍和宮之特有風格，在懸掛於雍和宮密宗殿內的較晚期唐卡中亦有出現。更多類似畫作刊載於雍和宮唐喀瑰寶，北京，2001年，頁23，45及53。美國自然歷史博物館館藏中有一幅幾乎一模一樣的唐卡，但品相不如本拍品完好，由William B. Whitman的繼承人於1937年贈與該博物館（館藏編號70.0/6934喜馬拉雅藝術資源網94340號）。

來源
George Subkoff古董行，紐約，購於上世紀七十年代
私人珍藏







38

A GILT COPPER ALLOY CAST AND REPOUSSÉ FIGURE OF SITATAPATRA
QIANLONG PERIOD (1735-1795)

The figure cast and consecrated, with two repoussé panels of encircling arms attached by tangs at the back.
Himalayan Art Resources item no.34213
48.5 cm (19 1/8 in.) high

HK$1,600,000 - 2,000,000

This heavily cast and commanding sculpture's size, efficient means of production, and style all indicate the flowering of Buddhist art under the Qianlong Emperor (r.1735-95) as imperial workshops in Beijing and Inner Mongolia ramped up production to accommodate his expansion of Tibetan Buddhist temples throughout the border regions of the empire.

At least four other examples from the same atelier are known, two of which are held in the State Hermitage Museum, St. Petersburg and the Pitt Rivers Museum, Oxford. (See Rhie & Thurman, *Wisdom and Compassion*, London, 1991, p.321, no.126; and HAR item no.35846, respectively.) A third is formerly of the Da Silva and Ford Collections, and is published in Pal, *American Collectors of Asian Art*, Bombay, 1986, p.200, pl.14. And a fourth was sold at Christie's, Paris, 8 June 2010, lot 349. Some of these survive with their bases, which are all congruent with production under Qing hegemony. Examples such as an Eleven-Headed Avalokiteshvara in the Norbulinkha Collection also mirror a similar execution of facial features and limbs (Yang, *Treasures from Snow Mountains*, Shanghai, 2001, pp.104-5, no.34).

Symbolized by her thousand feet, arms, and faces, Sitatapatra is a supreme deity, conflating all Buddhist gods and powers. Extending in every direction, she tramples all obstacles for the individual and the nation, preventing misfortune, pestilence, and war.

Examples of Sitatapatra can be found throughout some of Beijing's most important Buddhist centers, such as Yonghegong and Beihai Park. She was promoted from relative obscurity as a protector goddess by the Fifth Dalai Lama (r.1642-82) and subsequently the Qianlong Emperor (r.1735-96) – two rulers who strove to control dramatically larger amounts of territory than their predecessors. Her limitless reach and ultimacy is a subtle reminder of their own great power.

Published
Deborah Ashencaen and Gennady Leonov, *The Mirror of Mind: Art of Vajrayana Buddhism*, Spink & Son Ltd, London, 1995, no.29.

Provenance
The Kemper Collection of Himalayan Art, Germany
Christie's, Amsterdam, 11 October 1994, lot 256
Spink & Son Ltd, London, June 1995
Private European Collection, acquired from the above

銅鎏金大白傘蓋佛母像
乾隆時期（1735-1795）
像身由鑄造而成，經裝臟開光，兩側之千手扇狀結構由錘疊而成，以榫固定於像身背部。
喜馬拉雅藝術資源網34213號
高48.5釐米（19 1/8英吋）

1,600,000 - 2,000,000 港元

乾隆帝（1735-95年在位）重視佛教，在邊境地區興建藏傳佛教寺院，其在北京和內蒙的御用造辦處亦因此大肆提高產量。此尊造像敦實有力，氣勢凜然，其尺寸、鑄造方式及風格樣式皆體現出乾隆時期佛教藝術的蓬勃發展。

另有四尊已知造像與本拍品出自同一作坊，其中兩尊藏於聖彼得堡的國家隱士廬博物館和牛津的皮特河博物館。（分別參見Rhie與Thurman，*Wisdom and Compassion*倫敦，1991年，頁321，126號；以及喜馬拉雅藝術資源網35846號。）第三尊為Da Silva與Ford舊藏，刊載於Pal，*American Collectors of Asian Art*，孟買，1986年，頁200，版圖14。第四尊於2010年6月8日售於佳士得巴黎，拍品349號。這些造像中部分保有底座，底座風格與其他清代造像風格相符。另有一些可比造像連面部特徵與四肢的製作也極其相似，比如藏於羅布林卡的十一面觀音像（Yang，*Treasures from Snow Mountains*，上海，2001年，頁104-5，34號）。

大白傘蓋佛母法力無量，其千足、千手、千面象徵其為诸佛事业之化身佛。她能摧毀一切邪巫诅咒，退避一切 灾戰亂，消除一切杂症恶疾。

在北京各大佛教中心皆可見大白傘蓋佛母之形象，比如雍和宮及北海。五世達賴喇嘛（1642-82年在位）及後來的乾隆帝皆大力推崇大白傘蓋佛母，鞏固其護法地位。這兩位統治者皆以領土及權勢之擴張為首要重任，而大白傘蓋佛母之無量法力恰恰喻指了當權者之強大勢力。

著錄
Deborah Ashencaen與 Gennady Leonov，*The Mirror of Mind: Art of Vajrayana Buddhism*，Spink & Son Ltd，倫敦，1995年，29號。

來源
Kemper喜馬拉雅藝術珍藏，德國
佳士得，阿姆斯特丹，1994年10月11日，拍品256號
Spink & Son Ltd，倫敦，1995年6月
歐洲私人珍藏，購自上述拍賣







39

A GILT COPPER ALLOY FIGURE OF BUDDHA
SRI LANKA, KANDYAN PERIOD, 18TH CENTURY
53 cm (20 7/8 in.) high

HK$700,000 - 900,000

Sri Lanka maintains the longest continuous tradition of Buddhism in the world, and Sri Lankan Buddha statues are distinguished for their elegance and air of benign authority, which the present sculpture has in abundance. Large, solid, and dazzling, it is a canonical example of royal commissions made during the late Kandyan period (c.18th/19th century), evoking both the Sri Lankan sculptor's adherence to tradition, and the flair of new and confident foreign rulers striving towards a distinct identity.

His broad shoulders and powerful build follow a precedent set among Sri Lanka's earliest Buddha images of the Anaradhapura period, such as the monumental c.8th-century Avukana Buddha (fig.1). So too does the appearance of a glorious flame to denote the *ushnisha*, which grows larger and broader in the Kandyan period. The robe is also draped asymmetrically in a mode emulating the Anuradhapura style, but with a new panache conveying a fine cotton garment wrinkling under a tropical climate. Meanwhile, his right hand, raised in the gesture of teaching, bears etched lotus roundels unique to the Kandyan period.

Discussed by Baker, this sculpture was made by royal commission, distinguished from more vernacular examples (e.g. fig.2) by virtue of a more elongated face informed by the breadth of King Kirti Sri Rajasinha's (r.1747-82) finger used as the basic unit of measurement in formulating the image's iconometry (pp.41-9 & 131-3). The figure excels for the serenity of his expression and the sensitive modeling of the body underneath his mesmerizing robes. Another example of a royal Kandyan Buddha was sold at Christie's, New York, 20 March 2002, lot 35.

Published
Janet Baker, *Guardian of the Flame: Art of Sri Lanka*, Phoenix, 2003, p.140.

Exhibited
Guardian of the Flame: Art of Sri Lanka, Phoenix Art Museum, 8 February – 11 May 2003.

Provenance
Private Family Collection, US, before 1956
John Eskenazi Ltd, London, acquired from the above in 2014
Private Collection, acquired from the above

銅鎏金佛立像
斯里蘭卡，康提時期，十八世紀
高53釐米（20 7/8英吋）

700,000 - 900,000 港元

斯里蘭卡崇尚佛教，長期不間斷地保有佛教傳統。正如此尊精美造像，斯里蘭卡佛像以細膩華美而不失端莊威嚴而聞名。佛陀體魄健碩，面像柔潤，熠熠生輝，實為康提晚期（約18 / 19世紀）皇家造像藝術之典範，一方面體現出斯里蘭卡藝術家對傳統的堅持，另一方面也展現了信心十足的新統治者對獨特身份的追求。

此尊立佛肩膀寬碩，體格英武，此種風格早自斯里蘭卡阿努拉達普拉時期便已形成，約八世紀建成的奧卡納大佛便為一列（圖一）。佛陀頭頂飾有「智焰」，這種以火焰代表頂髻的做法亦延續了八世紀的傳統，然而在康提時期「智焰」的尺寸和寬度都較早期有所增加。袈裟的不對稱造型亦源於阿努拉達普拉時期，但較早期更加華麗，表現出上乘布料之質感， 衣褶自然流暢如波浪起伏。佛陀右手呈說法印，掌中雕有康提時期獨特的蝕刻蓮花。

Baker在其文章中指出本拍品為皇室造像，相比地方造像（例如圖二）面孔更為修長， 傳統皇室造像的身型比例是以科提斯裡拉賈辛哈國王（1734-82）的手指寬度作為基本測量單位而制定的（頁41-9，131-3）。此尊造像對身型和意蘊的描繪均超出常品，實為斯里蘭卡康提時期的上乘之作。另一尊康提時期的皇室造像於2002年3月20日在紐約佳士得售出（拍品35號）。

著錄
Janet Baker， *Guardian of the Flame*：*Art of Sri Lanka*，鳳凰城，2003年， 頁140。

展覽
Guardian of the Flame：*Art of Sri Lanka*，鳳凰美術館，2003年2月8日至5月11日。

來源
私人家族珍藏，美國，1956年前
John Eskenazi Ltd，倫敦，於2014年購自上述收藏
私人珍藏，購自上述古董商



Fig.1
The Avukana Buddha
Granite
Sri Lanka, nr. Dambulla, circa 8th century
12 m (40 feet) high

圖一
奧卡納大佛
花崗岩
斯里蘭卡，接近丹布勒，約八世紀
高12米（40英呎）







40

A SCHIST HEAD OF THE EMACIATED BUDDHA
ANCIENT REGION OF GANDHARA, 3RD-5TH CENTURY
36 cm (14 1/8 in.) high

HK$1,000,000 - 1,500,000

Depicted at the brink of starvation, sustained asceticism has withered Buddha's body down to its bare anatomy under paper-thin skin. It clings to the cartilage of his trachea, the brittle muscles of his neck, the veins crisscrossing his forehead. Meanwhile, he glares out beyond the cavernous eye-sockets transfixed with a persistent and emboldened insight.

Compared to the abundance of Siddharthas, Teaching Buddhas, and Maitreyas, only three Gandharan sculptures of Emaciated Buddha are known from excavation records, making them not only one of the most evocative, but also rarest images from the ancient region of Gandhara, and the Buddhist world at-large. Famous examples are held in the Lahore Museum, the Peshawar Museum, and The Metropolitan Museum of Art (see Khan, *Gandhara: The Buddhist Civilization from Pakistan*, Beijing, 2009, pp.224-5; Ingholt, *Gandharan Art in Pakistan*, New York, 1957, no.53; and Behrendt, *The Art of Gandhara*, New Haven, 2007, pp.56-7, nos.45 & 46, respectively). Another was sold at Christie's, New York, 22 March 2011, lot 240, and a head sold at Christie's New York, 18 March 2015, lot 4012.

Scholars believe the subject refers to one of two pivotal moments in Buddha's life. Some, that it depicts the six years Siddhartha spent accomplishing the extreme asceticism promulgated by Brahmanic sages of his time, before renouncing its folly and proclaiming Buddhism's "middle path" to enlightenment between the extremes of austerities and sensual indulgence. Others, that it portrays Buddha rapt within seven weeks of sustained meditation immediately following his enlightenment, fasting all the while (ibid., pp.57-8).

As Behrendt points out, these rare depictions of Buddha as being, 'first among the ascetics...[would have appealed] to a lay community that respected religious figures who had full control of ascetic disciplines, [as] part of an effort to bring these groups into the Buddhist fold' (ibid.). However, when looking at his shriveled form, one winces while awe struck at the achievement, and the present sculpture bears the telltale signs of raised edges rubbed smooth where beholders were gripped with the overt temptation to caress the cheekbones or forehead.

Provenance
Arthur Huc (1854–1932), Toulouse
Private Collection, US

片巖佛陀苦行頭像
犍陀羅，三至五世紀
高36釐米（14 1/8英吋）

1,000,000 - 1,500,000 港元

長期連續的苦行使佛陀瘦骨嶙峋，其面部顴骨高聳，眼眶凹陷，額頭血管清晰可見，脖頸處肌肉脈絡顯露無遺，顯然已達到飢餓極限。與此同時，其目光卻毫不飄忽，堅定而專注。

相較於大量留存的犍陀羅悉達多像、佛陀布道像、或彌勒菩薩像， 佛陀苦行像存世較少，為犍陀羅石雕藝術中最具表現力且最為罕見的一類。根據考古發掘紀錄，目前已知的出土苦行像僅有有三尊，分別藏於拉合爾博物館、白沙瓦博物館、以及紐約大都會博物館 （參見穆罕默德·瓦利烏拉·汗， 犍陀羅*：*來自巴基斯坦的佛教文明，北京， 2009年，頁224-5；Ingholt，巴基斯坦的犍陀羅藝術,，紐約，1957年，53號; 以及Behrendt, 犍陀羅藝術，紐黑文， 2007年， 頁56-7，45和 46號）。另有一尊苦行像於2011年3月22日售於紐約佳士得（240號拍品），該拍行亦於2015年3月18日售出一尊苦行頭像（拍品4012號）。

學術界對佛陀苦行形象所描述的時間點大致有兩種意見。部份學者認為該形象刻劃了悉達多為完成婆羅門聖人提出的極度苦行而度過的六年忍飢挨餓生活，在此之後他意識到苦行並非最佳途徑，修行是應採取"中道"。其他學者則認為苦行像描述了釋迦摩尼成佛之後連續禪定禁食七週的時刻（出處同上，頁57-8）。

正如Behrendt所言，這類罕見的苦行像 "應受到無信仰民眾的歡迎，因為常人多崇拜擁有苦行毅力的宗教人物，因此此類作品有助於吸引民眾皈依佛門"（同上）。然而，當人們望著如此瘦骨嶙峋的形象時，滿心敬畏的同時也不免因畏懼而退宿。此石雕便已稜角盡失，承載著信徒端詳膜拜時不禁撫摸擦拭的痕跡。

來源
Arthur Huc （1854–1932年），法國圖盧茲
美國私人珍藏



41

A SCHIST BUST OF A BODHISATTVA
ANCIENT REGION OF GANDHARA, 3RD/4TH CENTURY
61 cm (24 in.) high

HK$500,000 - 700,000

His skillfully carved noble and serene expression recalls the compassionate disposition of the bodhisattva, who has remained in the mortal realm to help sentient beings free themselves from its grip of suffering. Based on an early attribution of famous examples in the Central Museum, Lahore, and the Peshawar Museum, the ornate hairstyle here is commonly thought to identify the bodhisattva Siddhartha before he renounced the trappings of his princely inheritance and cut his hair off. But more recent scholarship accounting for a shift in devotional focus in 3rd-century Gandhara away from the life of Buddha towards celestial bodhisattvas, questions whether such figures might instead represent the bodhisattvas Avalokiteshvara or Maitreya. (See Ingholt, *Gandharan Art in Pakistan*, New York, 1957, nos.282 & 286; and Luczanits (ed.), *Gandhara: Das Buddhistische erbe Pakistans*, Mainz, 2008, p. 273, nos.195-6.)

Regardless, graced with thick-layered curls, pulled up into a splendid chignon fastened by a jeweled fillet, before cascading down towards his shoulders, the bust exemplifies the high Greco-Roman sculptural legacy in Gandharan Buddhist art, at the crossroads between East and West. A further example, also treating the hair with great delicacy and naturalism, was sold at Christie's, New York, March, 20 March 2014, lot 1600.

Provenance
Arthur Huc (1854–1932), Toulouse
Private Collection, US

片巖菩薩半身像
犍陀羅，三／四世紀
高61釐米（24英吋）

500,000 - 700,000 港元

此尊半身像呈現出犍陀羅雕刻工匠的精湛技藝，菩薩神情悦豫端詳、寧靜莊嚴，反映菩薩為芸芸眾生累劫積福的慈悲天性。根據拉合爾中央博物館和白沙瓦博物館對其館藏中幾件知名作品的早期描述，此類華麗的髮型應為悉達多在放棄其繼承權並剪掉頭髮以前的形象。不過近期學者的研究指出了犍陀羅地區三世紀時的一個宗教習慣轉變，從崇拜佛陀生平事蹟轉為供奉菩薩。在這種理論下，此尊半身像所描繪的可能是觀世音菩薩或彌勒菩薩（參見 Ingholt， *Gandharan Art in Pakistan*，紐約， 1957年，282和 286號; 以及 Luczanits （編）， *Gandhara: Das Buddhistische erbe Pakistans*，美茵茨， 2008年，頁273，195-6號）。

無論身份如何，此尊造像高貴不凡，卷曲濃密的頭發向上盤起，以珠飾髮帶固定髮髻，其餘散發傾瀉而下垂於肩頭，為希臘羅馬雕塑傳統在犍陀羅佛教藝術中的典型詮釋，實屬一件融貫中西的代表作品。另一尊對頭髮的刻畫同樣精緻寫實的作品，於2014年3月20日售於紐約佳士得（拍品 1600號）。

來源
Arthur Huc （1854–1932年），法國圖盧茲
美國私人珍藏







42

A SCHIST FIGURE OF BUDDHA
ANCIENT REGION OF GANDHARA, 3RD/4TH CENTURY
99 cm (39 in.) high

HK$1,500,000 - 2,500,000

This life-size sculpture of Buddha deep in meditation above a bed of *kushan* grass evokes the arresting power of good Gandharan art. His robe's naturalistic folds weave, wrap, and slacken around his muscular torso and posture, creating a dramatic visual contrast between their busy negotiations and the stillness of his expression.

The piece excels for its particularly attractive face, which is softly featured and more approachable than many, given Gandharan art's evolution towards abstraction. It has an endearing chubbiness, centered by the hint of a puckered smile eliciting the blissful serenity of Buddha's enlightened state. By contrast, later examples often register no emotion, with intersecting abstract planes to delineate the forehead and eyes, and a flat ridge for the nose (cf. Behrendt, *The Art of Gandhara*, New York, 2013, pp.68-72).

The present lot compares favorably to other seated examples that approach its size sold recently at auction, including Sotheby's, New York, 19 March 2014, lot 32, and Christie's, New York, 16 September 2014, lot 212; 19 March 2013, lot 202; and 18 March 2015, lots 4005 & 4015.

With universal appeal among collectors, the Gandharan style is a fascinating and accomplished idiom, testament to the cross-cultural origins and early spread of Buddhist art. Created by ateliers working in the Greco-Roman style that populated the region following Alexander the Great's invasion of modern-day Pakistan, Afghanistan, and Western China in 327 BCE, they drew on Mediterranean sculptural traditions when catering to the demand from local Buddhist communities for carved stone monuments and iconic statuary.
The Gandharan style, in turn, formed the precedent for the earliest Buddhist images in China, via contact and exchange across Central Asian trade routes.

Provenance
Private US Collection, acquired in New York, 1990

片巖佛陀坐像
犍陀羅，三/ 四世紀
高99釐米（39英吋）

1,500,000 - 2,500,000 港元

此真人尺寸石像描繪佛陀於禪定之中，結跏趺坐於吉祥草墊之上，展示了犍陀羅藝術的傳神風範。袈裟的刻畫寫實亦富於動感，柔軟地附著於佛陀健碩的身軀，其沉靜內省的禪定狀態與袈裟之戲劇性的視覺效果形成鮮明對比。

此件作品透過精湛的雕刻技巧表達出佛陀和藹可親的面容，在愈發抽象的犍陀羅藝術中實屬難得。其造型圓潤，略帶微笑，莊嚴而不生畏懼，慈祥而不可冒犯，形象生動，超凡脫俗。相比之下，犍陀羅後期作品則少有情緒的表現，五官的刻畫更顯生硬（參見 Behrendt，犍陀羅藝術，紐約，2013年，頁68-72)。

相比於近期在市場上出現的犍陀羅坐像，本拍品在藝術表現上更勝一籌，參見紐約蘇富比於2014年3月19日（拍品32號）、紐約佳士得於2013年3月19日（拍品4005號）、2014年9月16日（拍品212號）、2015年3月18日（拍品4015號）的拍賣。

犍陀羅藝術高雅迷人，乃佛教藝術跨文化起源與早期傳承之遺證，深受全球收藏家青睞。公元前327年，阿歷山大大帝入侵現今巴基斯坦、阿富汗及中國西部等地，藝術家借鑒地中海雕塑傳統，以希臘羅馬風格進行創作，以滿足當地佛教群體對石碑與佛像的需求。犍陀羅藝術進而通過中亞貿易交流之路影響了中國最早期的佛教造像風格。

來源
美國私人珍藏，於1990年購於紐約



NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, including *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as *"Bidders"* or "you". Our **List of Definitions** and **Glossary** is incorporated into this *Notice to Bidders*. It is at **Appendix 3** at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

IMPORTANT: Additional information applicable to the *Sale* may be set out in the *Catalogue* for the *Sale*, in an insert in the *Catalogue* and/or in a notice displayed at the *Sale* venue and you should read them as well. Announcements affecting the *Sale* may also be given out orally before and during the *Sale* without prior written notice. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

1. OUR ROLE
In its role as auctioneer of *Lots, Bonhams* acts solely for and in the interests of the *Seller*. *Bonhams'* job is to sell the *Lot* at the highest price obtainable at the *Sale* to a *Bidder. Bonhams* does not act for *Buyers* or *Bidders* in this role and does not give advice to *Buyers* or *Bidders*. When it or its staff make statements about a *Lot* or, if *Bonhams* provides a *Condition Report* on a *Lot* it is doing that on behalf of the *Seller* of the *Lot*. *Bidders* and *Buyers* who are themselves not expert in the *Lots* are strongly advised to seek and obtain independent advice on the *Lots* and their value before bidding for them.

The *Seller* has authorised *Bonhams* to sell the *Lot* as its agent on its behalf and, save where we expressly make it clear to the contrary, *Bonhams* acts only as agent for the *Seller*. Any statement or representation we make in respect of a *Lot* is made on the *Seller*'s behalf and, unless *Bonhams* sells a *Lot* as principal, not on our behalf and any *Contract for Sale* is between the *Buyer* and the *Seller* and not with us. If *Bonhams* sells a *Lot* as principal this will either be stated in the *Catalogue* or an announcement to that effect will be made by the *Auctioneer*, or it will be stated in a notice at the *Sale* or an insert in the *Catalogue*.

Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, at that stage *Bonhams* does enter into an agreement with the *Buyer*. The terms of that contract are set out in our **Buyer's Agreement** save for those varied by announcement given out orally before and/or during the Sale**,** which you will find at **Appendix 2** at the back of the *Catalogue*. This will govern *Bonhams'* relationship with the *Buyer*.

2. LOTS
Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the *Catalogue* (see paragraph 3 below), *Lots* are sold to the *Buyer* on an "as is" basis, with all faults and imperfections. No reference is made in the Catelogue to any defect, damage or restoration of the Lot. Please see paragraph 15.

Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. They may not reveal the true condition of the *Lot*. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the *Lot*.

Lots are available for inspection prior to the *Sale* and it is for you to satisfy yourself as to each and every aspect of a *Lot*, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the *Hammer price*). It is your responsibility to examine any *Lot* in which you are interested.

It should be remembered that the actual condition of a *Lot* may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and *Lots* may not be authentic or of satisfactory quality; the inside of a *Lot* may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many *Lots* they may have been damaged and/or repaired and you should not assume that a *Lot* is in good condition.

Electronic or mechanical parts may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only.
If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

Any person who damages a Lot will be held liable for the loss caused.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot
The *Catalogue* contains an *Entry* about each *Lot*. Each *Lot* is sold by its respective *Seller* to the *Buyer* of the *Lot* as corresponding only with that part of the *Entry* which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the *Lot* in the *Catalogue*. The remainder of the *Entry*, which is not printed in bold letters, represents Bonhams' opinion (given on behalf of the *Seller)* about the *Lot* only and is not part of the Contractual Description in accordance with which the *Lot* is sold by the *Seller.*

Estimates
In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams'* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an estimate of value. It does not take into account any Tax or *Buyer*'s *Premium* payable. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*.

Estimates are in the currency of the Sale.

Condition reports
In respect of most *Lots*, you may ask for a *Condition Report* on its physical condition from *Bonhams*. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. Nor does the *Seller* owe or agree to owe you as a *Bidder* any obligation or duty in respect of this free report about a *Lot* which is available for your own inspection or for inspection by an expert instructed by you. However, any written description of the physical condition of the *Lot* contained in a *Condition Report* will form part of the *Contractual Description* of the *Lot* under which it is sold to any *Buyer*.

The Seller's responsibility to you
The *Seller* does not make or agree to make any representation of fact or contractual promise, guarantee or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual *Buyer* as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. Other than as set out above, no statement or representation in any way descriptive of a *Lot* or any *Estimate* is incorporated into any Contract for *Sale* between a *Seller* and a *Buyer*.

Bonhams' responsibility to you
You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller*'s agent only (unless *Bonhams* sells the *Lot* as principal).

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any descriptions or opinions given by Bonhams, or by any person on Bonhams' behalf, whether in the *Catalogue* or elsewhere.

You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by Bonhams or on Bonhams' behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot.*

No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer*'s *Agreement*.

Alterations
Descriptions and *Estimates* may be amended at *Bonhams'* discretion from time to time by notice given orally or in writing before or during a *Sale*.

THE *LOT* IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY *LOT* OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE SALE.

4. CONDUCT OF THE SALE
Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so.

We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for sale in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*.

We have complete discretion to refuse any *bid*, to nominate any bidding increment we consider appropriate, to divide any *Lot,* to combine two or more *Lots,* to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again.

Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this.

Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*.

If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*.

The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the striking of the *Auctioneer*'s hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion.

All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*.

An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter.

We hereby give you notice that we may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*.

At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING
We do not accept bids from any person who has not completed and delivered to us one of our *Bidding Forms*, either our Bidder Registration Form, Absentee and Telephone Bidding Form before the Sale. You may be asked for proof of identity, residence, financial details and references, which, if asked for, you must supply if your bids are to be accepted by us. Please bring your passport, Hong Kong Identity Card (or similar photo proof of identity) and a debit or credit card. We may request a deposit from you before allowing you to bid.

We may refuse entry to a *Sale* to any person even if that person has completed a *Bidding Form*.

Bidding in person
You should come to our *Bidder* registration desk at the *Sale* venue and fill out a Bidder Registration Form on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as "paddle bidding". You

will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer*'s. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your Bidder Registration Form. Once an invoice is issued it will not be changed.

If there is any doubt as to the *Hammer Price* of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the *Auctioneer* before the next Lot is offered for *Sale*. The decision of the *Auctioneer* is considered final and conclusive.

At the end of the *Sale*, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

Bidding by telephone
If you wish to bid at the *Sale* by telephone, please complete an Absentee and Telephone Bidding Form, which is available from our offices or in the *Catalogue*. Please then return it to the office which is responsible for the *Sale* at least 24 hours in advance of the Sale. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls may be recorded. The telephone bidding facility is a discretionary service and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax
Absentee and Telephone Bidding Forms can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your Absentee and Telephone Bidding Form carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserve*s and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer*'s bidding increments. New *Bidders* must also provide proof of identity when submitting bids. Failure to do this may result in your bid not being placed.

Bidding via the internet
Please visit our *Website* at http://www.bonhams.com for details of how to bid via the internet.

Bidding through an agent
Bids will be accepted as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and may require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the *Seller* and to Bonhams under any *contract* resulting from the acceptance of a *bid*.

Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*. Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to an Absentee and Telephone Bidding Form that you have completed. If we do not approve the agency arrangements in writing before the *Sale,* we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer*'s *Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS
On the *Lot* being knocked down to the *Buyer*, a *Contract for Sale* of the *Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in **Appendix 1** at the back of the *Catalogue* save for those varied by announcement given out orally before and/or during the Sale. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any Tax.

At the same time, a separate contract is also entered into between us as auctioneers and the *Buyer*. This is our *Buyer*'s *Agreement*, the terms of which are set out in **Appendix 2** at the end of the *Catalogue*. Please read the terms of the *Contract for Sale* and our *Buyer*'s *Agreement* contained in the *Catalogue* in case you are the successful *Bidder.* We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the *Catalogue* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the Sale. You should be alert to this possibility of changes and ask if there have been any.

7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER
Under the *Buyer*'s *Agreement*, a premium (the *Buyer*'s *Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer*'s *Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. Storage charges and *Expenses* are also payable by the *Buyer* as set out in the *Buyer*'s *Agreement*.

For this *Sale* the following rates of *Buyer*'s *Premium* will be payable by *Buyers* on each lot purchased:
25% up to HK$1,200,000 of the *Hammer Price*
20% from HK$1,200,001 of the *Hammer Price*
12% from HK$20,000,001 of the *Hammer Price*

8. TAX
The *Hammer Price* and the Buyer's Premium payable by the *Buyer* is exclusive of any goods or service tax or other Tax (whether imposed by Hong Kong or otherwise). If any such Tax was to be paid under Hong Kong laws or any other laws, the *Buyer* shall be solely responsible to pay such Tax and at the rate and time as required by the relevant law, or if such Tax is to be paid by us, we may add such Tax to the Purchase Price payable by the *Buyer*.

9. PAYMENT
It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer*'s *Premium* (plus Tax and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder,* payment will be due to be made to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the seventh working day after the *Sale*. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams (Hong Kong) Limited). Bonhams reserves the right to vary the terms of payment at any time. Unless agreed by us advance payments made by anyone other than the registered buyer will not be accepted.

Hong Kong dollar personal cheque drawn on a Hong Kong branch of a bank : all cheques must be cleared before you can collect your purchases;

Bankers draft cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, and that the funds have originated from your own account, we will allow you to collect your purchases immediately;

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes or coins in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all Lots purchased by you at the Sale does not exceed HK$80,000. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins or notes;

Bank transfer: you may electronically transfer funds to our *Client Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Client Account* details are as follows:

Bank :	HSBC
Address :	Head Office 1 Queen's Road Central, Hong Kong
Account Name:	Bonhams (Hong Kong) Limited. - Client A/C
Account Number:	808 870 174001
SWIFT Code:	HSBCHKHHHKH

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to Hong Kong dollars must not be less than the Hong Kong dollars amount payable, as set out on the invoice.

Debit cards issued by a Hong Kong bank (EPS): there is no additional charge for purchases made with these cards;

Credit cards: American Express, Visa and Mastercard only. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

China UnionPay (CUP) debit cards: No surcharge for using CUP debit cards will apply on the first HK$1,000,000 invoiced to a Buyer in any Sale; a 2% surcharge will be made on the balance over HK$1,000,000.

10. COLLECTION AND STORAGE
The *Buyer* of a *Lot* will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the *Buyer*). Details relating to the collection of a *Lot*, the storage of a *Lot* and our *Storage Contractor* after the *Sale* are set out in the *Buyer's Agreement* as set out in Appendix 2 of the *Catalogue*.

11. SHIPPING
Please refer enquiries on this to our customer services department dealing with the *Sale*.

12. EXPORT/TRADE RESTRICTIONS
It is your sole responsibility to comply with all Hong Kong export and overseas import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s).

The need for export and import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions.

The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*.

13. CITES REGULATIONS
Buyers are advised to check the regulations applicable to Hong Kong exportation and overseas importation when exporting any goods from Hong Kong to the place of importation. Buyers should also be aware that the export from Hong Kong of any items made of or incorporating ivory, whalebone, tortoiseshell, rhinoceros horn, coral and other restricted materials is prohibited unless a CITES export licence is obtained from the Agriculture, Fisheries and Conservation Department of Hong Kong. A period of 8 weeks may be required for the purposes of obtaining such export licence.

Please note that Lots marked in the catalogue with a Y next to the lot number contain one or more of the aforesaid restricted materials. However, the omission of such letter Y does not automatically mean that the Lot is not subject to CITES regulations. Buyers are advised to obtain information from the relevant regulatory authorities regarding export and import restrictions, requirements and costs prior to bidding.

14. THE SELLERS AND/OR BONHAMS' LIABILITY
Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale,* neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise.

In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot,* or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of *contract* (if any) or statutory duty or otherwise.

Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in

respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraph 9 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. DAMAGE AND RESTORATION

Bidders should note that there is no reference to any defect, damage or restoration in this *Catalogue*. A detailed *Condition Report* can be provided by Bonhams up to 24 hours before the *Sale*. When providing *Condition Reports,* we do not guarantee that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*.

16. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 11 of the *Buyer*s *Agreement.* Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to *VAT* on the *Buyer's Premium.*

17. CLOCKS AND WATCHES

All *Lots* are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the *Lot* is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, *Bonhams* makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, *Bidders* should be aware that a general service, change of battery or further repair work, for which the *Buyer* is solely responsible, may be necessary. *Bidders* should be aware that the importation of watches such as Rolex, Frank Muller and Corum into the United States is highly restricted. These watches may not be shipped to the USA and can only be imported personally.

18. JEWELLERY

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimate*s assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyer*s on any *Lots* subsequent to the *Sale*.

Estimated Weights

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

Signatures

1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams*' opinion the piece is by that maker.

2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams*' opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams*' opinion, but using stones or designs supplied by the client.

19. PICTURES

Explanation of *Catalogue* Terms

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Description*s contained in the *Contract for Sale:*

- "Jacopo Bassano": in our opinion a work by the artist. When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

20. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our *Catalogues* we detail, as far as practicable, recorded all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

21. WINE

Lots which are lying under Bond and those liable to *VAT* may not be available for immediate collection.

Examining the wines

It is occasionally possible to provide a pre-*Sale* tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details.

It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm

15 to 30 years old – top shoulder (ts) or up to 5cm

Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

A parcel is a number of *Lots* of identical size of the same wine, bottle size and *Description*. The *Buyer* of any of these *Lots* has the option to accept some or all of the remaining *Lots* in the parcel at the same price, although such options will be at the *Auctioneer's* sole discretion. Absentee *Bidders* are, therefore, advised to bid on the first *Lot* in a parcel.

Bottling Details and Case Terms

The following terms used in the *Catalogue* have the following meanings:

CB – Château bottled
DB – Domaine bottled
EstB – Estate bottled
BB – Bordeaux bottled
BE – Belgian bottled
FB – French bottled
GB – German bottled
OB – Oporto bottled
UK – United Kingdom bottled
owc – original wooden case
iwc – individual wooden case
oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.

○ The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.

▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.

Φ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

22. LANGUAGE

The *Notice to Bidders* is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.

DATA PROTECTION – USE OF YOUR INFORMATION

As a result of the services provided by us, we obtain personal data about you (which expression for the purposes of this paragraph only includes your employees and officers, if any). You agree to our use of it as follows.

We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary). Subject to this, we will not disclose your data to any third party, but we may from time to time provide you with information about goods and services provided by third parties which we feel may be of interest to you. Any member of our group may use your data for similar purposes.

We will keep your data for a period of five years from the date of your last contact with us so as to simplify any future registration. The data may be transferred to and stored outside Hong Kong, and you agree to this transfer. You have the right to request us not to use your information for these purposes by contacting Bonhams (Hong Kong) Limited (which for the purpose of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) is the data user) at Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom or by e-mail at client.services@bonhams.com.

APPENDIX 1

CONTRACT FOR SALE

IMPORTANT: These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

UNDER THIS *CONTRACT*, THE *SELLER'S* LIABILITY IN RESPECT OF THE QUALITY OF THE *LOT*, ITS FITNESS FOR ANY PURPOSE AND ITS CONFORMITY WITH ANY *DESCRITION* IS LIMITED. YOU ARE STRONGLY ADVISED TO EXAMINE THE *LOT* FOR YOURSELF AND/OR OBTAIN AN INDEPENDENT EXAMINATION OF IT BEFORE YOU BUY IT.

1 THE CONTRACT

1.1 These terms govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.

1.2 The Definitions and Glossary contained in Appendix 3 in the Catalogue are incorporated into this Contract for Sale and a separate copy can also be provided by Bonhams on request. Where words and phrases are used which are in the List of Definitions in it, they are printed in italics.

1.3 *Seller* sells the *Lot* as the principal to the *Contract for Sale*, such contract being made between the *Seller* and you through *Bonhams* which acts in the sole capacity as the *Seller's* agent and not as an additional principal. However, if the *Catalogue* states that *Bonhams* sells the *Lot* as principal, or such a statement is made by an announcement by the *Auctioneer*, or by a notice at the *Sale*, or an insert in the *Catalogue*, then *Bonhams* is the *Seller* for the purposes of this agreement.

1.4 The contract is made on the striking of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S UNDERTAKINGS

2.1 The *Seller* undertakes to you that:

2.1.1 The *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;

2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;

2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the *Lot*

2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and Taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;

2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the *Entry* in the *Catalogue* which is not printed in bold letters, which merely sets out (on the *Seller's* behalf) Bonhams' opinion about the *Lot* and which is not part of the *Contractual Description* upon which the Lot is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on Bonhams' Website, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or Bonhams and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.

3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by or on behalf of the *Seller* including by Bonhams. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.

4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

5.1 *Risk* in the *Lot* passes to you when it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* after the fall of the *Auctioneer's* hammer until you obtain full title to it.

5.2 Title to the *Lot* remains in and is retained by the *Seller* until the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to, and received in cleared funds by, *Bonhams*.

6 PAYMENT

6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.

6.2 Time will be of the essence in relation to payment of the *Purchase Price* and all other sums payable by you to *Bonhams*. Unless agreed in writing with you by *Bonhams* on the *Seller's* behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to *Bonhams* by you in the currency in which the *Sale* was conducted by not later than 4.30pm on the second working day following the *Sale* and you must ensure that the funds are cleared by the seventh working day after the *Sale*. Payment must be made to *Bonhams* by one of the methods stated in the *Notice to Bidders* unless otherwise agreed with you in writing by *Bonhams*. If you do not pay any sums due in accordance with this paragraph, the *Seller* will have the rights set out in paragraph 8 below.

7 COLLECTION OF THE LOT

7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams*.

7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams*' possession or not until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.

7.3 You will collect and remove the *Lot* at your own expense from *Bonhams*' custody and/or control or from the *Storage Contractor's* custody in accordance with *Bonhams*' instructions or requirements.

7.4 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.

7.5 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, expenses and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8 FAILURE TO PAY FOR THE LOT

8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale* the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):

8.1.1 to terminate immediately the *Contract* for *Sale* of the *Lot* for your breach of contract;

8.1.2 to re-sell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;

8.1.3 to retain possession of the *Lot*;

8.1.4 to remove and store the *Lot* at your expense;

8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;

8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;

8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;

8.1.9 to retain possession of, and on three months' written notice to sell, *Without Reserve*, any of your other property in the possession of the *Seller* and/or of *Bonhams* (as bailee for the *Seller*) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such sale in satisfaction or part satisfaction of any amounts owed to the *Seller* or to *Bonhams*; and

8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the *Seller* or to *Bonhams* by you.

8.2 You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* becomes liable to pay the same until payment by you.

8.3 On any re-sale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

9 THE SELLER'S LIABILITY

9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the Auctioneer's hammer in respect of the *Lot*.

9.2 Subject to paragraphs 9.3 to 9.5 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller,* whether implied by the *Sale* of *Goods Ordinance* (Chapter 26 of the Laws of Hong Kong) or otherwise.

9.3 The *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong), or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue,* or on the *Website,* or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale.*

9.4 The *Seller* will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the *Buyer* or of the *Buyer's* management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;

9.5 In any circumstances where the *Seller* is liable to you in respect of the *Lot,* or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the *Seller's* liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of *contract,* statutory duty, bailee's duty, restitutionary claim or otherwise.

9.6 Nothing set out in paragraphs 9.1 to 9.5 above will be construed as excluding or restricting (whether directly or indirectly)any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

10.1 You may not assign either the benefit or burden of the *Contract for Sale*.

10.2 The *Seller's* failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the *Seller's* ability subsequently to enforce any right arising under the *Contract for Sale*.

10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.

10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding* Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams*' officers, employees and agents.

10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.

10.8 In the *Contract for Sale* "including" means "including, without limitation".

10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.

10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.

10.12 Where the *Contract for Sale* confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the *Seller*, it will also operate in favour and for the benefit of *Bonhams*, *Bonhams*' holding company and the subsidiaries of such holding company and the successors and assignees of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to avail itself of the same relevant right at law.

11 GOVERNING LAW AND DISPUTE RESOLUTION

11.1 **Law**

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. Bonhams has a disputes procedure in place

11.2 **Language**

The *Contract for Sale* is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.

APPENDIX 2

BUYER'S AGREEMENT

IMPORTANT: These terms may be changed in advance of the sale of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

1 THE CONTRACT

1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.

1.2 The **Definitions and Glossary** contained in **Appendix 3** to the *Catalogue* for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed at the beginning of the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.

1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract* for *Sale* of the *Lot* between you and the *Seller* is made on the fall of the Auctioneer's hammer in respect of the *Lot*, when it is knocked down to you and at that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement.*

1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.

1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:

1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;

1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller*;

1.5.3 we will provide a guarantee in the terms set out in paragraph 9.

1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any *Description* of the Lot or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless Bonhams itself sells the *Lot* as principal) made as agent on behalf of the *Seller.*

2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the *Seller* under the *Contract for Sale* in respect of the *Lot*.

3 PAYMENT

3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:

3.1.1 The *Purchase Price* for the *Lot*;

3.1.2 A *Buyer*'s *Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and

3.1.3 If the Lot is marked [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with *VAT* on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.

3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.

3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice* to *Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.

3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to the Tax at the appropriate rate and such Tax will be payable by you on all such sums.

3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer*'s *Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and Tax and any interest earned and/or incurred until payment to the *Seller*.

3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.

3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

4 COLLECTION OF THE LOT

4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a stamped, paid invoice, obtained from our cashier's office.

4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified by 4.30pm on the seventh day after the *Sale*.

4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*.Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of HK$50 plus Tax per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.

4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.

4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.

4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.

4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the *Notice to Bidders*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams*' order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.

6 RESPONSIBILITY FOR THE LOT

6.1 Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.

6.2 You are advised to obtain insurance in respect of the Lot as soon as possible after the *Sale*.

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):

7.1.1 to terminate this agreement immediately for your breach of contract;

7.1.2 to retain possession of the *Lot*;

7.1.3 to remove, and/or store the *Lot* at your expense;

7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;

7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;

7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months written notice of our intention to do so;

7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for *sale*) until all sums due to us have been paid in full;

7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time there after in payment or part payment of any sums due to us by you under this agreement;

7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;

7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid from you at any future *Sale* or to require you to pay a deposit before any bid is accepted by us at any future *Sale* in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.

7.2 You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer*'s *Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer*'s *Premium* on each *Lot*) and thirdly to any other sums due to us.

7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:

8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or

8.1.2 deliver the *Lot* to a person other than you; and/or

8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or

8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.

8.2 The discretion referred to in paragraph 8.1:

8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and

8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.

9.2 Paragraph 9 applies only if:

9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and

9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and

9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

9.3 Paragraph 9 will not apply in respect of a *Forgery* if:

9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or

9.3.2 it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.

9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.

9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 14(1) (a) and 14(1)(b) of the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer*'s *Premium, Tax* and *Expenses* paid by you in respect of the *Lot*.

9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.

9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

10 OUR LIABILITY

10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong) or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.

10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:

10.2.1 handling the *Lot* if it was affected at the time of *sale* to you by woodworm and any *damage* is caused as a result of it being affected by woodworm; or

10.2.2 changes in atmospheric pressure; nor will we be liable for:

10.2.3 damage to tension stringed musical instruments; or

10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

10.3 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or *damage* is caused by or claimed in respect of any negligence, other tort, breach of *contract,* statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.4 In any circumstances where we are liable to you in respect of a *Lot,* or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you maybe entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any *loss* or *damage* alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of *contract,* statutory duty, bailee's duty, a restitutionary claim or otherwise.

You may wish to protect yourself against loss by obtaining insurance.

10.5 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong) , or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

11 MISCELLANEOUS

11.1 You may not assign either the benefit or burden of this agreement.

11.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

11.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

11.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by registered post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

11.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

11.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams*' officers, employees and agents.

11.7 The headings used in this agreement are for convenience only and will not affect its interpretation.

11.8 In this agreement "including" means "including, without limitation".

11.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

11.10 Reference to a numbered paragraph is to a paragraph of this agreement.

11.11 Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

11.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams*' holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to avail itself of the same relevant right at law.

12 GOVERNING LAW

12.1 Law

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. Bonhams has a disputes procedure in place.

12.2 Language

The *Buyer's Agreement* is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.

DATA PROTECTION - USE OF YOUR INFORMATION

As a result of the services provided by us, we obtain personal data about you (which expression for the purposes of this paragraph only includes your employees and officers, if relevant). You agree to our use of it as follows.

We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary).

Subject to this, we will not disclose your data to any third party but we may from time to time provide you with information about goods and services provided by third parties which we feel may be of interest to you. Any member of our group may use your data for similar purposes.

We will keep your data for a period of five years from the date of your last contact with us so as to simplify any future registration. The data may be transferred to and stored outside Hong Kong and you agree to this transfer.

You have the right to request us not to use your information for these purposes by contacting Bonhams (Hong Kong) Limited at Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom (which for the purpose of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) is the data user) or by e-mail at client.services@ bonhams.com.

APPENDIX 3

DEFINITIONS and GLOSSARY
Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

LIST OF DEFINITIONS
"Additional Premium" a premium, calculated in accordance with the Notice to Bidders, to cover Bonhams' expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the Buyer to Bonhams on any Lot marked [AR] which sells for a Hammer Price which together with the Buyer's Premium (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).
"Auctioneer" the representative of Bonhams conducting the Sale.
"Bidder" a person who has completed a Bidding Form.
"Bidding Form" our Bidder Registration Form, our Absentee and Telephone Bidding Form.
"Bonhams" Bonhams (Hong Kong) Limited or its successors or assigns. Bonhams is also referred to in the Buyer's Agreement, the Conditions of Business and the Notice to Bidders by the words "we", "us" and "our".
"Book" a printed book offered for sale at a specialist book sale.
"Business" includes any trade, business and profession.
"Buyer" the person to whom a Lot is knocked down by the Auctioneer. The Buyer is also referred to in the Contract of Sale and the Buyer's Agreement by the words "you" and "your".
"Buyer's Agreement" the contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue).
"Buyer's Premium" the sum calculated on the Hammer Price at the rates stated in the Notice to Bidders.
"Catalogue" the catalogue relating to the relevant Sale, including any representation of the catalogue published on our Website.
"Commission" the commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form.
"Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller.
"Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business.
"Contract Form" the contract form, or vehicle entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for sale by Bonhams.
"Contract for Sale" the sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).
"Contractual Description" the only description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.
"Description" any statement or representation in any way descriptive of the Lot, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the Hammer Price).
"Entry" a written statement in the Catalogue identifying the Lot and its lot number which may contain a description and illustration(s) relating to the Lot.
"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.
"Expenses" charges and expenses paid or payable by Bonhams in respect of the Lot including legal expenses, banking charges and expenses incurred as a result of an electronic transfer of money, charges and expenses for insurance, catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, Taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for sale, storage charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus Tax.
"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the Lot, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforming to the description of the Lot.
"Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement.
"Hammer Price" the price in the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer.
"Hong Kong" the Hong Kong Special Administrative Region of the People's Republic of China.
"Loss and Damage Warranty" means the warranty described in paragraph 8.2.1 of the Conditions of Business.
"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.
"Lot" any item consigned to Bonhams with a view to its sale at auction or by private treaty (and reference to any Lot will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for sale as one lot).
"Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of sales of motor vehicles.
"New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.
"Notional Charges" the amount of Commission and Tax which would have been payable if the Lot had been sold at the Notional Price.
"Notional Fee" the sum on which the Consignment Fee payable to Bonhams by the Seller is based and which is calculated according to the formula set out in the Conditions of Business.
"Notional Price" the latest in time of the average of the high and low estimates given by us to you or stated in the Catalogue or, if no such estimates have been given or stated, the Reserve applicable to the Lot.
"Notice to Bidders" the notice printed at the front of our Catalogues.
"Purchase Price" the aggregate of the Hammer Price and Tax
on the Hammer Price. (where applicable) the Buyer's Premium
and VAT on the Buyer's Premium and any Expenses.
"Reserve" the minimum price at which a Lot may be sold (whether at auction or by private treaty).
"Sale" the auction sale at which a Lot is to be offered for sale by Bonhams.
"Sale Proceeds" the net amount due to the Seller from the sale of a Lot, being the Hammer Price less the Commission, any Tax chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising.
"Seller" the person who offers the Lot for sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you" and "your".
"Specialist Examination" a visual examination of a Lot by a specialist on the Lot.
"Stamp" means a postage stamp offered for sale at a Specialist Stamp sale.
"Standard Examination" a visual examination of a Lot by a non-specialist member of Bonhams' staff.
"Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the Buyer's Agreement (as appropriate).
"Storage Contractor" means the company identified as such in the Catalogue.
"**Tax**" means all taxes, charges, duties, imposts, fees, levies or other assessments, and all estimated payments thereof, including without limitation income, business profits, branch profits, excise, property, sales, use, value added (VAT), environmental, franchise, customs, import, payroll, transfer, gross receipts, withholding, social security, unemployment taxes, as well as stamp duties and other costs, imposed by the Hong Kong government applicable from time to time and any interest and penalty relating to such taxes, charges, fees, levies or other assessments.
"Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.
"Trust Account" the bank account of Bonhams into which all relevant sums received in respect of the Purchase Price of any Lot will be paid, such account to be a distinct and separate account to Bonhams' normal business bank account.
"Website" Bonhams website at www.bonhams.com.
"Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a Lot.
"Without Reserve" where there is no minimum price at which a Lot may be sold (whether at auction or by private treaty).

GLOSSARY
The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:-

"artist's resale right": the right of the creator of a work of art to receive a payment on sales of that work subsequent to the original sale of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.
"bailee": a person to whom goods are entrusted.
"indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.
"interpleader proceedings": proceedings in the Courts to determine ownership or rights over a Lot.
"knocked down": when a Lot is sold to a Bidder, indicated by the fall of the hammer at the Sale.
"lien": a right for the person who has possession of the Lot to retain possession of it.
"risk": the possibility that a Lot may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.
"title": the legal and equitable right to the ownership of a Lot.
"tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ORDINANCE (Chapter 26 of the Laws of Hong Kong)
The following is an extract from the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong):

"Section 14 **Implied undertaking as to title etc.**

(1) In every contract of sale, other than one to which subsection (2) applies, there is-

(a) an implied condition on the part of the seller that in the case of the sale, he has a right to sell the goods, and in the case of an agreement to sell, he will have a right to sell the goods at the time when the property is to pass; and

(b) an implied warranty that the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made and that the buyer will enjoy quiet possession of the goods except so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

(2) In a contract of sale, in the case of which there appears from the contract or is to be inferred from the circumstances of the contract an intention that the seller should transfer only such title as he or a third person may have, there is-

(a) an implied warranty that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made; and

(b) an implied warranty that neither-
(i) the seller; nor
(ii) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person; nor
(iii) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made, will disturb the buyer's quiet possession of the goods.

競投人通告

本通告乃由邦瀚斯致任何可能對拍賣品有興趣的人士，包括競投人或潛在競投人（包括拍賣品的任何最終買家）。為便於提述，本文稱該等人士為「競投人」或「閣下」。

本競投人通告 附有釋義及詞彙。該等釋義及詞彙載於圖錄後的附錄三內，釋義內所收錄的詞語及用詞在本文內以斜體刊載。

重要事項：有關拍賣會的額外資料可載於拍賣會的圖錄、圖錄的插頁及／或於拍賣會場地展示的通告，閣下亦須參閱該等資料。本公司亦可於拍賣會前或於拍賣會上以口頭形式發出會影響拍賣會的公佈，而毋須事先給予書面通知。閣下須注意此等可能變動的情況，並於競投前查詢是否有任何變動。

1. 本公司的角色

作為拍賣品的拍賣人，邦瀚斯 純粹代賣家及為賣家的權益行事。邦瀚斯 的職責為於拍賣會以可從競投人取得的最高價格出售拍賣品。邦瀚斯 並非以這角色為買家或競投人行事，亦不向買家或競投人提供意見。邦瀚斯 或其職員就拍賣品作出陳述或若邦瀚斯提供有關拍賣品的狀況報告時，邦瀚斯 或其職員乃代表賣家行事。本公司強烈建議本身並非有關拍賣品之專家的買家或競投人須於競投前尋求並取得有關拍賣品及其價值的獨立意見。

賣家已授權邦瀚斯 作為其代理及其代表出售拍賣品，除非本公司明確表示並非如此，邦瀚斯 僅作為賣家的代理行事。除非邦瀚斯 作為主事人出售拍賣品，本公司就拍賣品所作的任何陳述或申述均為代表賣家作出而非代表本公司作出，而任何銷售合約乃買家與賣家訂立而非與本公司訂立。倘若邦瀚斯作為主事人出售拍賣品，本公司會就此情況於圖錄內說明或由拍賣人作出公佈，或於拍賣會的通告或圖錄的插頁說明。

邦瀚斯 毋須對閣下承擔亦概無向閣下承諾或同意任何合約或侵權法下的義務或責任（不論直接、間接、明示、暗示或以其他方式）。在閣下成功投得並購買拍賣品時，邦瀚斯 會在其時與買家訂立協議，該合約的條款載於買家協議，除非該等條款已於拍賣會前及／或於拍賣會上以口頭公佈形式被修訂，閣下可於圖錄後的附錄二查閱該協議。邦瀚斯與買家的關係受該協議所規管。

2. 拍賣品

在圖錄內有關拍賣品的資料內以粗體刊載的合約說明所規限下（見下文第3段），拍賣品乃以其「現況」售予買家，附有各種瑕疵及缺點。在圖錄內並無就拍賣品的任何瑕疵、損壞或修復提供指引。請參考第15段。

圖錄內或其他地方有關任何拍賣品的插圖及照片（屬合約說明一部份的照片除外）僅供識別之用，可能並不反映拍賣品的真實狀況，照片或插圖亦可能未有準確重現拍賣品的顏色。

拍賣品於拍賣會前可供查看，閣下須自行了解拍賣品的每個和各個方面，包括作者、屬性、狀況、出處、歷史、背景、真實性、風格、時期、年代、適合性、品質、駕駛性能（如適用）、來源地、價值及估計售價（包括成交價）。對閣下有興趣的任何拍賣品進行審查乃閣下的責任。

敬須注意拍賣品的實際狀況可能不及其外觀所顯示的狀況。尤其是可能有部件已置換或更新，拍賣品亦可能並非真品或具有滿意品質；拍賣品的內部可能無法查看，而其可能並非原物或有損壞，例如為襯裡或物料所覆蓋。鑑於很多拍賣品出品年代久遠，故可能有損毀及／或經過修理，閣下不應假設拍賣品狀況良好。

電子或機械部件或會不能操作或並不符合現時的法定要求。閣下不應假設其設計為使用主電源的電器物品乃適合接上主電源，閣下應在得到合格電工報告其適合使用主電源後，方可將其接上主電源。不適合接上電源的物品乃僅作為擺設物品出售。

若閣下對拍賣品並無專業知識，則應諮詢有該等知識人士的意見。本公司可協助閣下安排進行（或已進行）更詳細的查驗。詳情請向本公司職員查詢。任何人士損毀拍賣品須承擔所導致的損失。

3. 拍賣品的說明及成交價估計

拍賣品的合約說明

圖錄內載有每項拍賣品的資料。賣家僅按資料內以粗體刊載的部份以及（除顏色外，該等顏色可能未有準確重現拍賣品的顏色）圖錄內所載的任何照片，向買家相應出售每項拍賣品。資料內其餘並非以粗體刊載的部份，僅為邦瀚斯代表賣家就拍賣品提供的意見，並不構成合約說明一部份，而賣家乃根據合約說明出售拍賣品。

成交價估計

在大部份情況下，成交價估計會刊載於資料旁邊。成交價估計僅為邦瀚斯代表賣家表達的意見，而邦瀚斯認為拍賣品相當可能會以該價成交；成交價估計並非對價值的估計。成交價估計並無計及任何應付稅項或買家費用。拍賣品實際成交價可能低於或高於成交價估計。閣下不應依賴任何成交價估計為拍賣品實際售價或價值的指標。

成交價估計採用拍賣會所用的貨幣單位。

狀況報告

就大部份拍賣品而言，閣下可要求邦瀚斯提供拍賣品的狀況報告。若閣下提出該要求，則邦瀚斯會免費代賣家提供該報告。邦瀚斯 並無就該狀況報告與閣下訂立合約，因此，邦瀚斯並不就該報告向閣下承擔責任。對此份供閣下本身或閣下所指示專家查閱的免費報告，賣家向閣下作為競投人亦不承擔或並無同意承擔任何義務或責任。然而，狀況報告內有關拍賣品的書面說明構成拍賣品的合約說明一部份，賣家乃根據合約說明向買家出售拍賣品。

賣家對閣下的責任

就賣家或其代表所作出以任何形式說明拍賣品或有關拍賣品預測售價或可能售價的任何陳述或申述的準確性或完備性，賣家並無或並無同意作出任何事實陳述或合約承諾、擔保或保證，亦不就其承擔不論合約或侵權法上的任何義務或責任（除對上述對最終買家的責任除外）。除以上所述外，以任何形式說明拍賣品或任何成交價估計的陳述或申述概不納入賣家與買家訂立的任何銷售合約內。

邦瀚斯 對閣下的責任

如閣下擬查看拍賣品，閣下會獲得有關安排。有關拍賣品的銷售合約乃與賣家訂立而非邦瀚斯；邦瀚斯 僅作為賣家的代理行事（邦瀚斯作為主事人出售拍賣品除外）。

邦瀚斯 概不向閣下承擔任何對於每件拍賣品進行查驗、調查或任何測試（足夠深入或完全不進行），以確定邦瀚斯或代表邦瀚斯的任何人士在圖錄內或其他地方作出的任何說明或意見的準確性或其他的責任。

閣下不應假定已經進行該等查驗、調查或測試。

就邦瀚斯 或其代表所作出以任何形式說明拍賣品或有關拍賣品預測售價或可能售價的任何陳述或申述的準確性或完備性，邦瀚斯 並無或並無同意作出任何事實陳述，亦不就其承擔任何（不論合約或侵權法上的）義務或責任。

邦瀚斯 或其代表以任何形式說明拍賣品或任何成交價估計的陳述或申述概不納入買家協議內。

修改邦瀚斯可於拍賣會前或於拍賣會上以口頭或書面形式給予通知下，不時按邦瀚斯的酌情權決定修改說明及成交價估計。

拍賣品可供查看，而閣下必須自行對拍賣品作出判斷。本公司強烈建議閣下於拍賣會前親自或委託他人代閣下查看拍賣品。

4. 拍賣會的規則

本公司舉行的拍賣會為公開拍賣，各界人士均可參加，閣下亦應把握其機會。

本公司亦保留權利，可全權酌情拒絕任何人士進入本公司物業或任何拍賣會，而無須提出理由。本公司可全權決定銷售所得款項、任何拍賣品是否包括於拍賣會、拍賣會進行的方式，以及本公司可以按我們選擇的任何次序進行拍賣，而不論圖錄內所載的拍賣品編號。因此，閣下應查核拍賣會的日期及開始時間，是否有拍賣品撤銷或新加入的拍賣品。請注意有拍賣品撤銷或新加入均可能影響閣下對其有興趣的拍賣品的拍賣時間。

本公司可全權決定拒絕任何出價，採用我們認為適合的出價增幅，將任何拍賣品分開拍賣，將兩項或以上拍賣品合併拍賣，撤銷於某個拍賣會上拍賣的任何拍賣品，以及於有爭議時將任何拍賣品重新拍賣。

拍賣速度可超過每小時100項拍賣品，而出價增幅一般約為10%。然而，這些都可因不同的拍賣會及拍賣人而有所不同，請向主辦拍賣會的部門查詢這方面的意見。

倘若拍賣品有底價，拍賣人可按其絕對酌情權代表賣家出價（直至金額不等於或超過該底價為止）。本公司不會就任何拍賣品設有底價或不設底價而向閣下負責。

倘若設有底價，並假設底價所用的貨幣單位對成交價估計所用貨幣單位的匯率並無出現不利變動，底價通常不會高於圖錄所載的任何最低成交價估計。

任何拍賣品的買家為出價最高者（在符合任何適用的底價的情況下）並為拍賣人以敲打拍賣人槌子形式接納其出價的競投人。任何有關最高可接受出價的爭議由拍賣人以絕對酌情權決定。

所有競投出價須就拍賣人宣佈的實際拍賣品編號作出。

拍賣會上可能會使用電子貨幣換算機。該設備乃為採用若干貨幣的出價而提供與其相等幣值的一般指引，本公司不會就使用該等貨幣換算機的任何錯誤而負責。

本公司謹此知會閣下，本公司可能為保安理由以及協助解決拍賣會上可能在出價方面產生的任何爭議，而以攝錄機錄影拍賣會作為記錄及可能將電話內容錄音。

在某些例如拍賣珠寶的拍賣會，我們或會在銀幕上投射拍賣品的影像，此服務乃為便於在拍賣會上觀看。銀幕上的影像只應視為顯示當時正進行拍賣的拍賣品，閣下須注意，所有競投出價均與拍賣人實際宣佈的拍賣品編號有關，本公司不會就使用該等銀幕的任何錯誤而負責。

5. 競投

參加競投的任何人士，必須於拍賣會前填妥並交回本公司的競投表格，競投人登記表格或缺席者及電話競投表格），否則本公司不會接受其出價。本公司可要求閣下提供有關身份、住址、財務資料及介紹人的證明，閣下必須應本公司要求提供該等證明，否則本公司不會接受閣下出價。請攜帶護照、香港身份證（或附有照片的類似身份證明文件）及扣賬卡或信用卡出席拍賣會。本公司可要求閣下交付保證金，方接受競投。

即使已填妥競投表格，本公司仍有權拒絕任何人士進入拍賣會。

親自出席競投

閣下須於拍賣會舉行當日（或，如可以，之前）前往拍賣會的競投人登記櫃檯填寫競投人登記表格。所採用的競投編號制度可稱為「舉牌競投」。閣下會獲發一個註有號碼的大型牌子（「號牌」），以便閣下於拍賣會競投。要成功投得拍賣品，閣下須確保拍賣人可看到閣下號牌的號碼，該號碼會用作識別閣下為買家。由於所有拍賣品均會按照競投人登記表格所載的姓名及地址發出發票，故閣下不應將號牌轉交任何其他人士使用。發票一經發出後將不予更改。

若對於成交價或閣下是否成功投得某項拍賣品有任何疑問，閣下必須於下一項拍賣品競投前向拍賣人提出。拍賣人的決定得視為最終及不可推翻的決定。

拍賣會結束後，或閣下完成競投後，請把號牌交回競投人登記櫃檯。

電話競投

若閣下擬用電話於拍賣會競投，請填妥缺席者及電話競投表格，該表格可於本公司辦事處索取或附於圖錄內。請於拍賣會舉行前最少24小時把該表格交回負責有關拍賣會的辦事處。閣下須負責查核本公司的競投辦事處是否已收到閣下的出價。電話內容可能被錄音。電話競投辦法為一項視情況酌情提供的服務，並非所有拍賣品均可採用。若於拍賣會舉行時無法聯絡閣下，或競投時電話接駁受到干擾，本公司不會負責代表閣下競投。有關進一步詳情請與我們聯絡。

以郵遞或傳真方式競投

缺席者及電話競投表格載於本圖錄後，閣下須填妥該表格並送交負責有關拍賣會的辦事處。由於在有兩個或以上競投人就拍賣品遞交相同出價時，會優先接受最先收到的出價，因此，為閣下的利益起見，應盡早交回表格。無論如何，所有出價最遲須於拍賣會開始前24小時收到。請於交回閣下的缺席者及電話競投表格前，仔細檢查該表格是否已填妥並已由閣下簽署。閣下須負責查核本公司的競投辦事處是否已收到閣下的出價。此項額外服務屬免費及保密性質。閣下須承擔作出該等出價的風險，本公司不會就未能收到及／或代為出價而承擔任何責任。所有代閣下作出的出價會以盡可能最低的價格作出，惟須受拍賣品的底價及其他出價的規限。在適當時，閣下的出價會下調至最接近之金額，以符合拍賣人指定的出價增幅。新競投人在遞交出價時須提供身份證明，否則可導致閣下的出價不予受理。

網上競投

有關如何在網上競投的詳情，請瀏覽本公司網站 http://www.bonhams.com。

透過代理人競投

本公司會接受代表競投表格所示主事人作出的出價，惟本公司有權拒絕代表主事人的代理作出的出價，並可能要求主事人以書面形式確認代理獲授權出價。儘管如此，正如競投表格所述，任何作為他人代理的人士（不論他是否已披露其為代理或其主事人的身份），須就其獲接納的出價而根據因此而產生的合約與主事人共同及個別向賣家及邦瀚斯負責。

在上文規限下，倘若閣下是代表他人於拍賣會競投拍賣品，請知會本公司。同樣，倘若閣下擬委託他人代表閣下於拍賣會競投，亦請知會本公司，但根據閣下所填缺席者及電話競投表格而由本公司代為競投除外。假若本公司並無於拍賣會前以書面形式認可有關代理安排，則本公司有權假定該名於拍賣會上競投的人士是代表本身進行競投。因此，該名於拍賣會上競投的人士將為買家，並須負責支付成交價及買家費用以及有關收費。若本公司事先已認許閣下所代表的當事人，則我們會向閣下的主事人發出發票而非閣下。就代理代表其當事人作出的出價，本公司須事先獲得該當事人的身份證明及地址。有關詳情，請參與本公司的業務規則及聯絡本公司客戶服務部。

6. 買家與賣家及買家與邦瀚斯的合約

於買家投得拍賣品後，賣家與買家須按圖錄後附錄一所載銷售合約的條款，訂立拍賣品的銷售合約，除非該等條款已於拍賣會前及／或於拍賣會上以口頭公佈形式被修訂。閣下須負責支付買價，即成交價加任何稅項。

同時，本公司作為拍賣人亦會與買家訂立另一份合約，即買家協議，其條款載於圖錄後部的附錄二內。若閣下為成功競投人，請細閱本圖錄內銷售合約及買家協議的條款。本公司可於訂立該等協議前修訂其中一份或同時兩份協議的條款，修訂方式可以是在圖錄載列不同的條款，及／或於圖錄加入插頁，及／或於拍賣會場地以通告，及／或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。

7. 買家費用及買家須支付的其他收費

根據買家協議，買家須按照買家協議條款及下文所列的費率向本公司支付費用（買家費用），該費用按成交價計算，並為成交價以外的收費。買家亦須按照買家協議的規定支付儲存收費的開支。

買家須就本次拍賣會所購買的每件拍賣品按以下費率支付買家費用：
成交價首1,200,000港元的25%
成交價1,200,001港元或以上部分的20%
成交價20,000,001港元或以上部分的12%

8. 稅項

買家支付的成交價及買家費用並不包括任何商品或服務稅或其他稅項（不論香港或其他地方是否徵收該等稅項）。若根據香港法例或任何其他法例而須繳納該等稅項，買家須單獨負責按有關法例規定的稅率及時間繳付該等稅項，或如該等稅項須由本公司繳付，則本公司可把該等稅項加於買家須支付的買價。

9. 付款

於出價競投拍賣品前，閣下必須確保擁有可動用資金，以向本公司全數支付買價及買家費用（加稅項及任何其他收費及開支）。若閣下為成功競投人，閣下須於拍賣會後第二個工作日下午四時三十分前向本公司付款，以便所有款項於拍賣會後第七個工作日前已結清。閣下須以下列其中一種方法付款（所有支票須以Bonhams (Hong Kong) Limited)。邦瀚斯保留於任何時間更改付款條款的權利。除非本公司事先同意，由登記買家以外的任何人士付款概不接受。

由一家銀行的香港分行付款的私人港元支票：須待支票結清後，閣下方可領取拍賣品。

銀行匯票／本票：如閣下可提供適當身份證明，而這些資金源自您自己的帳戶，且本公司信納該匯票屬真實，本公司可容許閣下即時領取拍賣品。

現金：如所購得的拍賣品總值不超過HK$80,000，閣下可以鈔票、錢幣為這次拍賣會上所購得的拍賣品付款。如所購得的拍賣品總值超過HK$80,000，HK$80,000以外的金額，敬請閣下使用鈔票、錢幣以外的方式付款。

銀行匯款：閣下可把款項電匯至本公司的信託帳戶。請註明閣下的號牌編號及發票號碼作為參考。本公司信託帳戶的詳情如下：
銀行：　HSBC
地址：　Head Office
1 Queen's Road Central, Hong Kong
帳戶名稱：Bonhams (Hong Kong) Limited-Client A/C
帳號：　808 870 174001
Swift code: HSBCHKHHHKH

若以銀行匯款支付，在扣除任何銀行費用及或將付款貨幣兌換為港元後的金額，本公司所收到的金額不得少於發票所示的應付港元金額。

由香港銀行發出的扣賬卡 (易辦事)：以此等卡支付拍賣品不會額外收費。

信用卡：美國運通卡，Visa, Mastercard卡及海外扣帳卡均可使用。請注意，以信用卡付款的話，將收取發票總額2%的附加費。我們建議，閣下在拍賣前可預先通知發卡銀行，以免您於付款時，由於需要確認授權而造成延誤。

中國銀聯（CUP）借記卡： 如閣下使用中國銀聯借記卡1,000,000港元之內將不收取附加費， 超過1,000,000港元之後的餘額將收取2％的附加費。

10. 領取及儲存

拍賣品的買家須待全數以已結清款項付款後，方可領取拍賣品（本公司與買家另有安排除外）。有關領取拍賣品、儲存拍賣品以及本公司的儲存承辦商詳情載於圖錄後的附錄二之買家協議。

11. 運輸

有關這方面的問題，請向本公司負責拍賣會的客戶服務部門查詢。

12. 出口／貿易限制

閣下須單獨承擔符合與閣下購買拍賣品有關的香港所有出口及從海外進口的規例以及取得有關出口及／或進口許可證的責任。

各國對發出進出口許可證有不同的規定，閣下應了解所有有關的當地規定及條文。

倘若閣下未能或延誤取得該等許可證，閣下不可撤銷任何銷售，亦不容許閣下延遲全數支付拍賣品。

13. 瀕危野生動植物種國際貿易公約（「CITES」）

建議買家在需要從香港出口任何貨物到進口地時，了解適用的香港出口及海外進口規例。買家亦須注意，除非取得香港漁農自然護理署發出的CITES出口證，香港禁止出口任何以象牙、鯨魚骨、龜甲、犀牛角、珊瑚及其他受限制物品所做成的物品或包含該等原素的物品。辦理該等出口證可能需時八個星期。

請注意在圖錄內拍賣品編號旁附有Y的拍賣品包含一個或多個上述的限制物品。但沒有附有Y字母的，並不自動地表示拍賣品不受CITES規例所限。本公司建議買家在出價前從有關監管機構取得關於進出口管制的資料、規定及費用。

14. 賣家及／或邦瀚斯的責任

除根據銷售合約賣家須對買家承擔的責任外，本公司或賣家（不論是疏忽或其他）概不對拍賣品說明或拍賣品的成交價估計的任何錯誤或錯誤說明或遺漏負責，而不論其是載於圖錄內或其他，亦不論是於拍賣會上或之前以口頭或書面形式作出。本公司或賣家亦不就任何業務、利潤、收益或收入上的損失，或聲譽受損，或業務受干擾或管理層或職工浪費時間，或任何種類的間接損失或相應產生的損害而承擔任何責任，而在任何情況下均不論指稱所蒙受損失或損害賠償的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約（如有）或法定責任、復還申索或其他而產生或就此而申索。

在任何情況下，倘若本公司及／或賣家就任何拍賣品或對任何拍賣品的說明或成交價估計，或任何拍賣品有關拍賣會的進行而須承擔責任，不論其是損害賠償、彌償或責任分擔，或復還補救責任或其他，本公司及／或賣家的責任（倘若本公司及賣家均須負責，雙方聯同負責）將限於支付金額最高不超過拍賣品買價的款項，而不論指稱所蒙受損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是由於任何疏忽、其他侵權法、違反合約（如有）或法定責任或其他而產生。

上文所述不得解釋為排除或限制（不論直接或間接）本公司就(i)欺詐，或(ii)因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責任的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章佔用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任或(v)本公司根據買家協議第9段的承諾，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。此段同樣適用於賣家，猶如本段凡提述本公司均以賣家取代。

15. 損壞及修復

競投人須注意本圖錄並無就任何瑕疵、損壞或修復提供指引。邦瀚斯可在拍賣會前24小時提供一份詳細的狀況報告。本公司在提供狀況報告時，不能保證並無任何沒有提及的其他瑕疵。競投人應自行審視拍賣品，以了解其狀況。請參閱刊載在本圖錄的銷售合約。

16. 書籍

如上文所述，拍賣品乃以其「現況」售予買家，附有以下拍賣品說明所列出的各種瑕疵、缺點及錯誤。然而，在買家協議第 11 段所列出之情況下，閣下有權拒絕領取書籍。請注意：購買包含印刷書籍、無框地圖及裝訂手稿的拍賣品，將無須繳付買家費用的增值稅。

17. 鐘錶

所有拍賣品均以拍賣時的「現況」出售：對於鐘錶狀況並沒有提供任何指引，並不代表該拍賣品狀況良好、毫無缺陷，或未曾維修、修復。大部份鐘錶在其正常使用期內都曾維修，並或裝進非原裝的配件。此外，邦瀚斯並不表述或保證鐘錶都在正常運轉的狀態中。由於鐘錶通常包含精細而複雜的機械裝置，競投人應當知悉鐘錶或需接受保養、更換電池或進行維修，以上全是買家的責任。競投人應當知悉勞力士、法穆蘭及崑崙等品牌的腕錶進口至美國是有嚴格限制的，或不能經船運而只能由個人帶進。

18. 珠寶

寶石

根據以往經驗，很多寶石都經過一系列的處理去提升外觀。藍寶石及紅寶石慣常會作加熱處理以改良色澤及清晰度；為了類似原因，綠寶石會經過油或樹脂的處理。其他寶石則會經過如染色、輻照或鍍膜等的處理。此等處理有些是永久的，有些則隨著年月需要不斷維護以保持其外觀。競投人應當知悉估計拍賣品的成交價時，已假設寶石或接受過該等處理。有數家鑑定所可發出說明更詳盡的證書；但就某件寶石所接受的處理與程度，不同鑑定所的結論並不一定一致。倘若邦瀚斯已取得有關任何拍賣品的相關證書，此等內容將於本圖錄裡披露。雖然根據內部政策，邦瀚斯將盡力為某些寶石提供認可鑑定所發出的證書，但要為每件拍賣品都獲取相關證書，實際上並不可行。倘若本圖錄裡並沒有刊出證書，競投人應當假設該等寶石已經過處理。邦瀚斯或賣家任何一方在任何拍賣品出售以後，即使買家取得不同意見的證書，也概不負責。

估計重量

如該寶石重量在本圖錄內文裡以大寫字母顯示，表明該寶石未經鑲嵌，並且是由邦瀚斯稱重量的。如果該寶石的重量以「大約」表示，以及並非以大寫字母顯示，表明該寶石由我們依據其鑲嵌形式評估，所列重量只是我們陳述的意見而已。此資料只作為指引使用，競投人應當自行判別該資料的準確度。

署名

1. 鑽石胸針，由辜青斯基製造
當製造者的名字出現在名稱裡，邦瀚斯認為該物件由該製造者製作。

2. 鑽石胸針，由辜青斯基署名
邦瀚斯認為有署名的該是真品，但可能包含非原裝的寶石，或該物件經過改動。

3. 鑽石胸針，由辜青斯基裝嵌
邦瀚斯認為物件由該珠寶商或寶石匠創作，但所用寶石或設計是由客戶提供的。

19. 圖畫

拍賣品圖錄詞彙解釋

以下詞彙在本圖錄裡有下列意義，但以銷售合約內跟拍賣品說明相關的一般條文為準：

「巴薩諾」：我們認為這是該藝術家的作品。倘若該藝術家的名字不詳，其姓氏後附有一串星號，不論前面有沒有列出名字的首字母，表示依我們的意見這乃是該藝術家的作品；

「出自巴薩諾」：我們認為這很可能是該藝術家的作品，但其確定程度不如上一個類別那麼肯定；

「巴薩諾畫室/ 工作室」：我們認為這是該藝術家畫室裡不知名人士的作品，是否由該藝術家指導下創作則不能確定；

「巴薩諾圈子」：我們認為這是由與該藝術家關係密切的人士所創作，但不一定是其弟子；

「巴薩諾追隨者」：我們認為這是以該藝術家風格創作的畫家的作品，屬當代或接近當代的，但不一定是其弟子；

「巴薩諾風格」：我們認為這是該藝術家風格的、並且屬較後期的作品；

「仿巴薩諾」：我們認為這是該藝術家某知名畫作的複製作品；

「由……署名及/ 或註上日期及/ 或題詞」：我們認為署名及/ 或日期及/ 或題詞出自該藝術家的手筆；

「載有……的署名及/ 或日期及/ 或題詞」：我們認為簽署及/ 或日期及/ 或題詞是由他人加上的。

20. 瓷器及玻璃

損毀及修復

在本圖錄裡，作為閣下的指引，在切實可行的範圍內，我們會詳細記述所有明顯的瑕疵、裂痕及修復狀況。此等實際的損毀說明不可能作為確定依據，而且提供狀況報告後，我們不保證該物件不存在其他沒有提及的瑕疵。競投人應當透過親自檢查而自行判別每件拍賣品的狀況。請參閱刊載於本圖錄裡的銷售合約。由於難以鑑別玻璃物件是否經過磨光，本圖錄內的參考資料只列出清晰可看的缺口與裂痕。不論程度嚴重與否，磨光狀況均不會提及。

21. 葡萄酒

凡在本公司總部拍賣場的以及需繳納增值稅的拍賣品，或不能立刻領取。

檢驗葡萄酒

對於較大批量（定義見下文）的拍賣品，偶爾可進行拍賣前試酒。通常，這只限於較新的及日常飲用的葡萄酒。

我們一般不會開箱檢驗未開箱的葡萄酒。酒齡超過 20 年的酒通常已經開箱，缺量水平及外觀如有需要會在本圖錄內說明，

酒塞與缺量

缺量指瓶塞底與液面之間的空間。波爾多酒瓶的缺量水平一般在瓶頸下才會注意得到；而對於勃艮第、阿爾薩斯、德國及干邑的酒瓶，則要大於 4 厘米（公分）。可接受的缺量水平會隨著酒齡增加，一般的可接受水平如下：

15 年以下－瓶頸內或少於 4 厘米

15-30 年－瓶肩頂部 (ts) 或最多 5 厘米

30 年或以上－瓶肩高處 (hs) 或最多 6 厘米

請注意：缺量水平在本圖錄發行至拍賣會舉行期間或有所改變，而且瓶塞或會在運輸過程中出現問題。本圖錄發行時，我們只對狀況說明出現差異承擔責任，而對瓶塞問題所招致的損失，不論是在圖錄發行之前或之後，我們概不負責。

批量購買的選擇

批量拍賣品乃指一定數目批次的、包含同款葡萄酒、相同瓶數、相同瓶款及相同說明的拍賣品。批量拍賣品內任何某批次的買家，可選擇以同樣價錢購買該批量拍賣品其餘部份或全部的拍賣品，雖然該選擇權最終由拍賣官全權酌情決定。因此，競投批量拍賣品時，缺席的競投人最好能從第一批開始競投。

酒瓶細節及酒箱詞彙

本圖錄內下列詞彙有以下的意義：

CB — 酒莊瓶裝
DB — 葡萄園瓶裝
EstB — 莊園瓶裝
BB — 波爾多瓶裝
BE — 比利時瓶裝
FB — 法國瓶裝
GB — 德國瓶裝
OB — 奧波爾圖瓶裝
UK — 英國瓶裝
owc — 原裝木箱
iwc — 獨立木箱
oc — 原裝紙板箱

符號
以下符號表明下列情況：

Y 當出口這些物件至歐盟以外地方，將受瀕危野生動植物種國際貿易公約規限，請參閱第 13 條。
○ 賣家獲邦瀚斯或第三方保證能取得拍賣品的最低價格。第三方或會因此提供一個不可撤銷的出價；如銷售成功，該第三方將可獲利，否則將有損失。
▲ 邦瀚斯全部或部份擁有該拍賣品，或以其他形式與其經濟利益相關。
Φ 此拍賣品包含象牙或是象牙製品。美國政府已禁止象牙製品入境。

22. 語言

本競投人通告以中英文刊載。如就詮譯本競投人通告有任何爭議，以英文條款為本。

保障資料－ 閣下資料的用途

本公司以提供服務為目的，本公司取得有關閣下的個人資料（就本段而言，此詞僅包括閣下的僱員及高級職員，如有）。閣下同意本公司以該等資料作下述用途。

本公司可利用閣下的資料向閣下發出有關本公司服務變動的通知，以及向閣下提供有關產品或服務的資料，而該等資料乃閣下要求本公司提供或本公司認為閣下可能對該等產品及服務感興趣。有關閣下的資料可能用作分析，以了解閣下在這方面的潛在喜好。本公司可能向本集團任何成員公司（指本公司的附屬公司、本公司最終控股公司及其附屬公司，定義見二零零六年英國公司法第1159條及附表6，包括任何海外附屬公司）披露閣下的資料。除此之外，本公司不會向任何第三方披露閣下的資料，惟本公司可能不時向閣下提供我們相信閣下可能感興趣的第三方貨品及服務的有關資料。本集團任何成員公司亦可以閣下的資料作類似用途。

本公司將保留閣下的資料為期五年，由閣下最後與我們聯繫的日期起計，以便簡化任何日後再辦理登記時的手續。該等資料可轉移及儲存於香港以外地方，而閣下同意此轉移。閣下有權要求不以閣下的資料作此等用途，有關要求請聯絡Bonhams (Hong Kong) Ltd（就香港法例第486章個人資料（私隱）條例而言，為資料的使用者）（地址：Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom）或以電郵聯絡client.services@bonhams.com。

附錄一

銷售合約

重要事項：此等條款可能會於向閣下出售拍賣品前予以條訂，修訂的方式可以是在圖錄載列不同的條款，及/ 或於圖錄加入插頁，及/ 或於拍賣會場地上以通告，及/ 或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。

根據本合約，賣家對拍賣品的質量、任何用途的適用性及其與說明是否一致而須承擔有限的責任。本公司強烈建議閣下於購買拍賣品前親自查看拍賣品，及/ 或尋求對拍賣品進行獨立的查驗。

1 **合約**

1.1 此等條款乃規管賣家向買家出售拍賣品的銷售合約。

1.2 圖錄內附錄三所載的釋義及詞彙已納入本銷售合約，邦瀚斯亦可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本合約內以斜體刊載。

1.3 賣家作為銷售合約的主事人出售拍賣品，該合約為賣家及閣下透過邦瀚斯而訂立，而邦瀚斯僅作為賣家的代理行事，而並非額外的主事人。然而，倘若圖錄説明邦瀚斯以主事人身份出售拍賣品，或拍賣人作出公佈如此説明，或於拍賣會的通告或圖錄的插頁説明，則就本協議而言，邦瀚斯為賣家。

1.4 拍賣人就閣下的出價落槌即表示成交時，本合約即告成立。

2 **賣家的承諾**

2.1 賣家向閣下承諾：

2.1.1 賣家為拍賣品的擁有人或由擁有人正式授權出售拍賣品；

2.1.2 除在圖錄內所載有關拍賣品的資料有披露以外，賣家出售的拍賣品將附有全面所有權的保證，或如果賣家為遺囑執行人、受託人、清盤人、接管人或管理人，則他擁有因該身份而附於拍賣品的任何權利，業權或權益。

2.1.3 除非賣家為遺囑執行人、受託人、清盤人、接管人或管理人，賣家在法律上有權出售拍賣品，及能授予閣下安寧地享有對拍賣品的管有。

2.1.4 賣家已遵從任何與拍賣品進出口有關的所有規定（不論是法律上或其他），拍賣品的所有關進出口的税及税項均已繳付（除非圖錄內説明其未付或拍賣人公佈其未付）。就賣家所悉，所有第三方亦已在過往遵從該等規定；

2.1.5 除任何於拍賣會場地以公佈或通告，或以競投人通告，或以圖錄插頁形式指明的任何修改外，拍賣品與拍賣品的合約説明相應，即在圖錄內有關拍賣品的資料內以粗體刊載的部份（顏色除外），連同圖錄內拍賣品的照片，以及已向買家提供的任何狀況報告的內容。

3 **拍賣品的説明**

3.1 第2.1.5段載述何謂拍賣品的合約説明，尤其是拍賣品並非按圖錄內資料當串沒有以粗體刊載的內容出售，該等內容僅載述（代表賣方）邦瀚斯對拍賣品的意見，而並不構成拍賣品售出時所按的合約説明的一部份。任何並非第2.1.5段所述該部份資料的任何陳述或申述，包括任何説明或成交價估計，不論是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上或以行為作出或其他，不論由或代表賣家或邦瀚斯及是否於拍賣會之前或之上作出，一概不構成拍賣品售出時所按的合約説明的一部份。

3.2 除第2.1.5段的規定外，對於可能由賣家或代表賣家（包括由邦瀚斯）作出有關拍賣品的任可説明或其任何成交價估計，賣家並無作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述或承諾任何謹慎責任。該等説明或戊交價估計一概不納入本銷售合約。

4 對用途的合適程度及令人滿意的品質

4.1 賣家並無亦無同意對拍賣品的令人滿意品質或其就任何用途的合適程度作出任何合約允諾、承諾、責任、擔保、保證或事實陳述。

4.2 對於拍賣品的令人滿意品質或其就任何用途的合適程度，不論是香港法例第26章貨品售賣條例所隱含的承諾或其他，賣家毋就違反任何承諾而承擔任何責任。

5 **風險、產權及所有權**

5.1 由拍賣人落槌表示閣下投得拍賣品起，拍賣品的風險即轉由閣下承擔。不管閣下是否已向邦瀚斯或儲存承辦商閣下作為買家與儲存承辦商另有合約領取拍賣品，賣家隨即無須負責。由拍賣人落槌起至閣下取得拍賣品期間，閣下須就拍賣品的任何損傷、遺失及損壞而產生的所有索償、程序、費用、開支及損失，向賣家作出彌償並使賣家獲得仕數彌償。

5.2 直至買價及閣下就拍賣品應付予邦瀚斯的所有其他款項已全數支付並由邦瀚斯全數收到為止，拍賣品的所有權仍然由賣家保留。

6 **付款**

6.1 在拍賣人落槌表示閣下投得拍賣品後，閣下即有責任支付買價。

6.2 就支付買價及閣下應付予邦瀚斯的所有其他款項而言，時限規定為要素。除非閣下與邦瀚斯（代表賣家）以書面另有協定（在此情況下，閣下須遵守該協議的條款），閣下必須最遲於拍賣會後第二個工作日下午四時三十分，以拍賣會採用的貨幣向邦瀚斯支付所有該等款項，閣下並須確保款項在拍賣會後第七個工作日前已結清。閣下須採用在競投人通告所述的其中一種方法向邦瀚斯付款，閣下與邦瀚斯以書面另有協定除外。倘若閣下未有根據本段支付任何應付款項，則賣家將享有下文第8段所述的權利。

7 **領取拍賣品**

7.1 除非閣下與邦瀚斯以書面另有協定，只可待邦瀚斯收到金額等於全數買價及閣下應付予賣家及邦瀚斯的所有其他款項的已結清款項後，閣下或閣下指定的人士方可獲發放拍賣品。

7.2 賣家有權保持管有閣下同一或任何另外的拍賣會向閣下出售的任何其他拍賣品，不論其目前是否由邦瀚斯管有，直至以已結清款項全數支付該拍賣品的買價及閣下應付予賣家及/ 或邦瀚斯的所有其他款項為止。

7.3 閣下須自費按照邦瀚斯的指示或規定領取由邦瀚斯保管及/ 或控制或由儲存承辦商保管的拍賣品，並將其移走。

7.4 閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。

7.5 倘閣下未有按照本第7段提走拍賣品，閣下須全面負責賣家涉及的搬運、儲存或其他收費或開支。閣下並須就賣家因閣下未能提走拍賣品而招致的所有收費、費用，包括任何法律訟費及費用，開支及損失，包括根據任何儲存合約的任何收費，向賣家作出彌償。所有此等應付予賣家的款項均須於被要求時支付。

8 **未有支付拍賣品的款項**

8.1 倘若閣下未有按照銷售合約向邦瀚斯支付拍賣品的全數買價，則賣家有權在事先得到邦瀚斯的書面同意下，但無須另行通知閣下，行使以下一項或多項權利（不論是透過邦瀚斯或其他）：

8.1.1 因閣下違反合約而即時終止銷售合約；

8.1.2 在給予閣下七日書面通知，知會閣下擬重新出售拍賣品後，以拍賣、私人協約或任何其他方式重新出售拍賣品；

8.1.3 保留拍賣品的管有權；

8.1.4 遷移及儲存拍賣品，費用由閣下承擔；

8.1.5 就閣下於銷售合約所欠的任何款項及/或違約的損害賠償，向閣下採取法律程序；

8.1.6 就任何應付款項（於頒布判決或命令之前及之後）收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本利率加5厘的年利率每日計息；

8.1.7 取回並未成為閣下財產的拍賣品（或其任何部份）的管有權，就此而言（除非買家作為消費者向賣家購買拍賣品而賣家於業務過程中出售該拍賣品），閣下謹此授予賣家不可撤銷特許，准許賣家或其受僱人或代理於正常營業時間進入閣下所有或任何物業（不論是否連同汽車），以取得拍賣品或其任何部份的管有權；

8.1.8 保留賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售的任何其他財產的管有權，直至根據銷售合約應付的所有款項已以結清款項全數支付為止；

8.1.9 保留由賣家及/ 或邦瀚斯（作為賣家的受託保管人）因任何目的（包括但不限於其他已售予閣下的貨品）而管有的閣下任何其他財產的管有權，並在給予三個月書面通知下，不設底價出售該財產，以及把因該等出售所得而應付閣下的任何款項，用於清償或部份清償閣下欠負賣家或邦瀚斯的任何款項；及

8.1.10 只要該等貨品仍然由賣家或邦瀚斯作為賣家的受託保管人管有，撤銷賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售任何其他貨品的銷售合約，並把已收到閣下就該等貨品支付的任何款項，部份或全部用於清償閣下欠負賣家或邦瀚斯的任何款項。

8.2 就因邦瀚斯根據本第8段採取行動而招致賣家負上的所有法律及其他強制執行費用、所有損失及其他開支及費用（包括為獲發還拍賣品而應付邦瀚斯的任何款項）（不論是否已採取法律行動），閣下同意按全數彌償基準並連同其利息（於頒布判決或命令之前及之後）向賣家作出彌償，利息按第8.1.6段的利率由賣家應支付款項日期起計至閣下支付該款項的日期止。

8.3 於根據第8.1.2段重新出售拍賣品後，賣家須把任何在支付欠負賣家或邦瀚斯的所有款項後所餘下的款項，於其收到該等款項的二十八日內交還閣下。

9 **賣家的責任**

9.1 在拍賣人落槌表示拍賣品成交後，賣家無須再就拍賣品所引致的任何損傷、損失或損害負責。

9.2 在下文第9.3至9.5段的規限下，除違反第2.1.5段所規定的明確承諾外，不論是根據香港法例第26章貨品售賣條例而默示的條款或其他，賣家無須就違反拍賣品須與拍賣品的任何説明相應的條款而負責。

9.3 就賣家或其代表於本協議之前或之後或於拍賣會之前或進行期間，所作出（不論是以書面，包括在圖錄或網站，或口頭形式或以行為或其他）的任何拍賣品説明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤説明或遺漏，賣家均無須承擔任何相關的責任（不論為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失實陳述條例的責任，或任何其他責任）。

9.4 就買家或買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或聲譽受損，或業務受干擾或浪費時間，或任何種類的間接損失或相應產生的損害，賣家均無須承擔任何相關的責任，不論該指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約、法定責任、復還申索或其他而產生或就此而申索；

9.5 在任何情況下，倘若賣家就拍賣品，或任何其就拍賣品所作的作為、不作為、陳述、或申述，或就本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或以其他任何形式，賣家的責任將限於支付金額最高不超過拍賣品買價的款項，不論該損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。

9.6 上文9.1至9.5段所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因賣家疏忽（或因賣家所控制的任何人士或賣家在法律上須代其負責任的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章佔用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。

10 一般事項

10.1 閣下不得轉讓銷售合約的利益或須承擔的責任。

10.2 倘若賣家未能或延遲強制執行或行使任何銷售合約下的權力或權利，這不得作為或視其作為賣家放棄其根據銷售合約所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響賣家其後強制執行根據銷售合同所產生任何權利的能力。

10.3 倘銷售合約任何一方，因在合理控制範圍以外的情況下而無法履行該訂約方根據銷售合約的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在該情況仍然持續時，不會被要求履行該等責任。本段並不適用於第6段對閣下施加的責任。

10.4 銷售合約下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以第一類郵件或空郵或以傳真方式發送，並就賣家而言，發送至圖錄所載邦瀚斯的地址或傳真號碼（註明交公司秘書收），由其轉交賣家；而就閣下而言，則發送至競投表格所示的買家地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須有責任確保其清晰可讀並於任何適用期間內收到。

10.5 倘若銷售合約的任何條款或任何條款的任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響該合同其餘條款或有關條款其餘部份的強制執行能力或有效性。

10.6 銷售合約內凡提述邦瀚斯均指，倘適用，包括邦瀚斯的高級職員、僱員及代理。

10.7 銷售合約內所用標題僅為方便參考而設，概不影響合約的詮釋。

10.8 銷售合約內「包括」一詞指「包括，但不限於」。

10.9 單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。

10.10 凡提述第某段，即指銷售合約內該編號的段落。

10.11 除第10.12段有明確規定外，銷售合約概無賦予（或表示賦予）非銷售合約訂約方的任何人士，任何銷售合約條款所賦予的利益或強制執行該等條款的權利。

10.12 銷售合約凡賦予賣家豁免、及/或排除或限制其責任時，邦瀚斯、邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後續公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上的有關利益。

11 規管法律

11.1 法律

本協議下的所有交易以及所有有關事宜，均受香港法例規管並據其解釋。

11.2. 語言

本銷售合約以中英文刊載。如就詮譯本銷售合約有任何爭議，以英文條款為本。

附錄二

買家協議

重要事項：此等條款可能會於向閣下出售拍賣品前予以修訂，修訂的方式可以是在圖錄載列不同的條款，及/或於圖錄加入插頁，及/或於拍賣會場地上以通告，及/或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。

1 合約

1.1 此等條款規管乃邦瀚斯個人與買家的合約，買家即拍賣人落槌表示其投得拍賣品的人士。

1.2 拍賣會圖錄內附錄三所載的釋義及詞彙已納入本協議，本公司可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本協議內以斜體刊載。本協議提述刊印於拍賣會圖錄開始部份的競投人通告的資料，而該等被提述的資料已納入本協議。

1.3 於拍賣人落槌表示閣下投得拍賣品時，閣下與賣家就拍賣品的銷售合約即告訂立，而在那時刻，閣下與邦瀚斯亦已按本買家協議條款訂立另一份獨立的合約。

1.4 本公司乃作為賣家的代理行事，無須就賣家之任何違約或其他失責而對閣下負責或承擔個人責任，邦瀚斯作為主事人出售拍賣品除外。

1.5 本公司對閣下的個人責任受本協議規管，在下文條款所規限下，本公司同意下列責任:

1.5.1 本公司會按照第5段儲存拍賣品，直至競投人通告所指定的日期及時間或另行通知閣下為止；

1.5.2 在賣家或本公司拒絕向閣下發放拍賣品的任何權力所規限下，本公司會於閣下以已結清款項向本公司及賣家所須支付之所有款項後，即按照第4段向閣下發放拍賣品；

1.5.3 本公司會按照第9段所載條款提供擔保。

1.6 不論於此協議之前或之後或於拍賣會之前或之上，對由本公司或代表本公司或由賣家或代表賣家所作出的任何拍賣品的說明或其成交價估計（不論其是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上，或以行為作出或其他），或對該等拍賣品的說明或其成交價估計的準確性或完備性，本公司一概不作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述。該等說明或成交價估計一概不納入閣下與本公司訂立的本協議。任何由本公司或代表本公司作出該等說明或成交價估計，均是代賣家而作出（邦瀚斯作為主事人出售拍賣品除外）。

2 履行銷售合約

閣下個人向本公司承諾，閣下將遵守及遵從閣下根據拍賣品銷售合約對賣家的所有責任及承諾。

3 付款

3.1 除非閣下與本公司另有書面協定或競投人通告另有規定外，閣下最遲須於拍賣會後第二個工作日下午四時三十分向本公司支付:

3.1.1 拍賣品的買價；

3.1.2 每件所購買之拍品按照競投人通告規定費率的買家費用；及

3.1.3 若拍賣品註明[AR]，一項按照競投人通告規定計算及支付的額外費用，連同該款項的增值稅（如適用），所有應付本公司款項須於拍賣會後七個工作日或之前以已結清款項收悉。

3.2 根據本協議，閣下亦須應要求向本公司支付任何開支。

3.3 除非本公司以書面方式另行同意，所有款項必須以拍賣會所用貨幣，按競投人通告所列其中一種方法支付。本公司發票只發給登記競投人，除非競投人乃作為指明主事人的代理，且本公司已認可該安排，在該情況下，本公司會將發票發給主事人。

3.4 除非本協議另有規定，所有應付本公司款項須按適當稅率繳付稅項，閣下須就所有該等款項支付稅款。

3.5 本公司可從閣下付給本公司的任何款項中，扣除並保留有關拍賣品的買家費用、賣家應付的佣金、任何開支及稅項以及任何賺得及/或產生的利息，利益歸本公司，直至將款項付予賣家時止。

3.6 就向本公司支付應付的任何款項而言，時限規定為要素。倘若閣下未能按照本第3段向本公司支付買價或任何其他應付本公司款項，本公司將擁有下文第7段所載的權利。

3.7 若閣下投得多項拍賣品，本公司收到閣下的款項將首先用於按比例支付每項拍賣品的買價，然後按比例支付應付邦瀚斯的所有款項。

4 領取拍賣品

4.1 在賣家或本公司可拒絕向閣下發放拍賣品的任何權力規限下，閣下一旦以已結清款項向賣家及本公司支付應付的款項後，本公司可即向閣下或按閣下的書面指示發放拍賣品。領取拍賣品時，必須出示從本公司的出納員的辦公室取得已加蓋印章的發票，方獲發行。

4.2 閣下須按競投人通告指定的日期及時間，自費領取拍賣品，倘未有指定任何日期，則為拍賣會後第七日下午四時三十分或之前。

4.3 於第4.2段所述的期間內，可按競投人通告指定的日期及時間到競投人通告所述地址領取拍賣品。其後拍賣品可能遷移至其他地點儲存，屆時閣下必須向本公司查詢可在何時何地領取拍賣品，儘管此資料通常會列於競投人通告內。

4.4 若閣下未有於競投人通告指定的日期領取拍賣品，則閣下授權本公司作為閣下代理，代表閣下與儲存承辦商訂立合約（「儲存合約」），條款及條件按邦瀚斯當時與儲存承辦商協定（可應要求提供副本）的標準條款及條件儲存拍賣品。倘拍賣品儲存於本公司物業，則須由第4.2段所述期間屆滿起，按本公司目前的每日收費（目前最低為每項拍賣品每日50港元另加稅項）支付儲存費，該等儲存費為本公司開支的一部份。

4.5 於直至閣下已全數支付買價及任何開支為止，拍賣品將由本公司作為賣家的代理持有，或由儲存承辦商作為賣家及本公司的代理按照儲存合約的條款持有。

4.6 閣下承諾遵守任何儲存合約的條款，尤其是支付根據任何儲存合約應付的收費（及所有搬運拍賣品入倉的費用）。閣下確認並同意，於直至閣下已支付買價、任何開支及所有儲存合約下的收費為止，閣下不得從儲存承辦商的物業領取拍賣品。

4.7 閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。

4.8 倘閣下未有按照第4.2段提走拍賣品，閣下須全面負責本公司涉及的任何搬運、儲存或其他收費（按照本公司的目前收費率）及任何開支（包括根據儲存合約的任何收費）。所有此等款項須於本公司要求時由閣下支付，並無論如何，於閣下或閣下的代表領取拍賣品前必須支付。

5 拍賣品儲存

本公司同意把拍賣品儲存，直至閣下提取拍賣品或直至競投人通告指定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）為止，以較早日期為準，並在第6及第10段規限下，作為受託保管人而就拍賣品的損壞或損失或毀壞向閣下負責（儘管在支付買價前，拍賣品仍未為閣下的財物）。若閣下於競投人通告所規定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）前仍未領取拍賣品，本公司可將拍賣品遷往另一地點，有關詳情通常會載於競投人通告內。倘若閣下未有按第3段就拍賣品付款，而拍賣品被移送至任何第三者物業，則該第三者會嚴格地以邦瀚斯為貨主而持有拍賣品，而本公司將保留拍賣品留置權，直至已按照第3段向本公司支付所有款項為止。

6 對拍賣品的責任

6.1 待閣下向本公司支付買價後，拍賣品的所有權方會移交閣下。然而，根據銷售合約，拍賣品的風險則由閣下投得拍賣品之時起由閣下承擔。

6.2 閣下應於拍賣會後盡快為拍賣品投買保險。

7 未能付款或提取拍賣品及部份付款

7.1 倘若應付予本公司的所有款項未有於其到期支付時全數支付，及／或未有按照本協議提取拍賣品，則本公司可行使以下一項或多項權利（在不損害本公司可以代賣家行使的任何權利下），而無須另行通知閣下：

7.1.1 因閣下違反合約而即時終止本協議；

7.1.2 保留拍賣品的管有權；

7.1.3 遷移及／或儲存拍賣品，費用由閣下承擔；

7.1.4 就閣下所欠的任何款項（包括買價）及／或違約的損害賠償，向閣下採取法律程序；

7.1.5 就任何應付款項（於頒布判決或命令之前及之後）收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本借貸利率加5厘的年利率每日計息；

7.1.6 取回並未成為閣下財產的拍賣品（或其任何部份）管有權，就此而言，閣下謹此授予本公司不可撤銷特許，准許本公司或其受僱人或代理於正常營業時間進入閣下所有或任何物業（不論是否連同汽車），以取得拍賣品（或其任何部份）的管有權；

7.1.7 在給予閣下三個月書面通知，知會閣下本公司擬出售拍賣品後，以拍賣、私人協約或任何其他方式按不設底價形式出售拍賣品；

7.1.8 保留由本公司因任何目的（包括，但不限於，其他已售予閣下或交予本公司出售的貨品）而管有的閣下任何其他財產的管有權，直至所有應付本公司款項已全數支付為止；

7.1.9 以本公司因任何目的而收到的閣下款項，無論該等款項於閣下失責時或其後任何時間收到，用作支付或部份支付閣下於本協議下應付予本公司的任何款項；

7.1.10 在給予三個月書面通知下，把本公司因任何目的（包括其他已售予閣下或交予本公司出售的貨品）而管有的閣下任何其他財產不設底價出售，並把因該等出售所得而應付予閣下的任何款項，用於支付或部份支付閣下欠負本公司的任何款項；

7.1.11 於日後拍賣會拒絕為閣下登記，或於日後任何拍賣會拒絕閣下出價，或於日後任何拍賣會在接受任何出價前要求閣下先支付按金，在該情況下，本公司有權以該按金支付或部份支付（視情況而定）閣下為買家的任何拍賣品的買價。

7.2 就因本公司根據本第7段採取行動而招致的所有法律及其他費用、所有損失及其他開支（不論是否已採取法律行動），閣下同意按全數彌償基準並連同其利息（於頒布判決或命令之前及之後）向本公司作出彌償，利息按第7.1.5段訂明的利率由本公司應支付款項日期起計至閣下支付該款項的日期止。

7.3 倘閣下僅支付部份應付予本公司的款項，則該等付款將首先用於支付該拍賣品的買價（或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買價），然後支付買家費用（或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買家費用），再然後用以支付應付予本公司的任何其他款項。

7.4 本公司根據本第7段的權利出售任何拍賣品所收到的款項，於支付應付予本公司及／或賣家的所有款項後仍由本公司持有的餘款，將於本公司收到該等款項的二十八日內交還閣下。

8 其他人士就拍賣品的申索

8.1 倘本公司知悉除閣下及賣家外有人就拍賣品提出申索（或可合理地預期會提出申索），本公司有絕對酌情權決定以任何方式處理拍賣品，以確立本公司及其他涉及人士的合法權益及在法律上保障本公司的地位及合法權益。在不損害該酌情權的一般性原則下，並作為舉例，本公司可：

8.1.1 保留拍賣品以調查就拍賣品提出或本公司合理地預期會提出的任何問題；及／或

8.1.2 向閣下以外的其他人士交付拍賣品；及／或

8.1.3 展開互爭權利訴訟或尋求任何法院、調解人、仲裁人或政府機關的任何其他命令；及／或

8.1.4 就採取閣下同意的行動，要求閣下提供彌償保證及／或抵押品。

8.2 第8.1段所述的酌情權：

8.2.1 可於本公司對拍賣品擁有實際或推定管有權時隨時行使，或倘若該管有權因法院、調解人、仲裁人或政府機關的任何裁決、命令或判決而終止，於該管有權終止後隨時行使；及

8.2.2 除非本公司相信該申索真正有希望成為有良好爭辯理據的個案，否則不會行使。

9 贋品

9.1 本公司根據本第9段的條款就任何贋品承擔個人責任。

9.2 第9段僅於以下情況適用：

9.2.1 閣下為本公司就拍賣品發出原有發票的抬頭人，而該發票已被支付；及

9.2.2 閣下於知悉拍賣品為或可能為贋品後，在合理地切實可行範圍內盡快，並無論如何須於拍賣會後一年內，以書面通知本公司拍賣品為贋品；及

9.2.3 於發出該通知後一個月內，閣下把拍賣品退回本公司，而拍賣品的狀況須與拍賣會時的狀況一樣，並連同證明拍賣品為贋品的書面證明，以及有關拍賣會及拍賣品編號的資料以識別該拍賣品。

9.3 於下述情況下，第9段不適用於贋品：

9.3.1 圖錄所載有關該拍賣品的資料已反映當時學者及專家的公認意見，或已公平地指出該等意見有衝突，或已反映公認為有關範疇主要專家在當時的意見；或

9.3.2 僅可採用於刊印圖錄日期前一般不會採用的方法才能確定拍賣品為贋品，或採用的確定方法在所有情況下本公司若採用則屬不合理。

9.4 閣下授權本公司在絕對酌情權下決定採取本公司認為要讓本公司信納拍賣品並非贋品而必需進行的程序及測試。

9.5 倘本公司信納拍賣品為贋品，本公司會（作為主事人）向閣下購買該拍賣品，而閣下須按照香港法例第26章貨品售賣條例第14(1)(a)及14(1)(b)條規定，向本公司轉讓有關拍賣品的所有權，並附有全面所有權的保證，不得有任何留置權、質押、產權負擔及敵對申索，而本公司將向閣下支付相等於閣下就拍賣品已支付的買價、買家費用、稅項及開支總數的款項。

9.6 第9段的利益為僅屬於閣下個人的利益，閣下不能將其轉讓。

9.7 倘若閣下出售或以其他方式出售閣下於拍賣品的權益，則根據本段的所有權利及利益即告終止。

9.8 第9段不適用於由或包括一幅或多幅中國畫、一輛或多輛汽車、一個或多個郵票或一本或多本書籍構成的拍賣品。

10 本公司的責任

10.1 就本公司或代表本公司或賣家或代表賣家於本協議之前或之後或於拍賣會之前或之上，所作出（不論是以書面，包括在圖錄或邦瀚斯的網站上或口頭形式或以行為或其他）任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，本公司無須就此而承擔任何責任，不論是否為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失實陳述條例的責任。

10.2 當拍賣品由閣下承擔風險時及／或當拍賣品已成為閣下的財產並由本公司保管及／或控制時，本公司對閣下之責任限於對閣下行使合理程度的謹慎，惟本公司無須就因下述原因對拍賣品或其他人士或物件造成的損害負責：

10.2.1 處理拍賣品，倘若於向閣下出售時拍賣品已受到蟲蛀，而任何損壞乃由於拍賣品受蟲蛀所導致；或

10.2.2 大氣壓力改變；

本公司亦不就以下負責：

10.2.3 弦樂器的損壞；或

10.2.4 金箔畫架、石膏畫架或畫架玻璃的的損壞；而倘若拍賣品構成或變為有危險，本公司可以其認為適合的方法予以棄置而無須事先通知閣下，而本公司無須就此對閣下負責。

10.3 就買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或業務聲譽受損，或業務受干擾或浪費時間，或倘若閣下於業務過程中購買拍賣品，就任何種類的間接損失或相應產生的損害，本公司均無須向閣下承擔任何相關的責任，不論指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生或就此而申索。

10.4 在任何情況下，倘若本公司就拍賣品，或任

何就拍賣品的作為、不作為、陳述，或本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或不論任何形式，本公司的責任將限於支付金額最高不超過拍賣品買價加買家費用（減除閣下可能有權向賣家收回的款項）的款項，不論指稱所蒙受損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。

閣下宜購買保險以保障閣下的損失。

10.5 上文所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責任的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章佔用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，或(v)本公司根據此等條件第9段的承諾，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。

11 一般事項

11.1 閣下不得轉讓本協議的利益或須承擔的責任。

11.2 倘若本公司未能或延遲強制執行或行使任何本協議下的權力或權利，這不得作為或視其作為本公司放棄根據本協議所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響本公司其後強制執行根據本協議所產生任何權利的能力。

11.3 倘本協議任何一方，因在其合理控制範圍以外的情況下而無法履行該訂約方根據本協議的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在該情況仍然持續時，不會被要求履行該等責任。本段並不適用於第3段對閣下施加的責任。

11.4 本協議下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以掛號郵件或空郵或以傳真方式（如發給邦瀚斯，註明交公司秘書收），發送至合約表格所示有關訂約方的地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須確保其清晰可讀並於任何適用期間內收到。

11.5 倘若本協議的任何條款或任何條款的任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響本協議其餘條款或有關條款其餘部份的強制執行能力或有效性。

11.6 本協議內凡提述邦瀚斯均指，倘適用，包括邦瀚斯的高級職員、僱員及代理。

11.7 本協議內所用標題僅為方便參考而設，概不影響本協議的詮釋。

11.8 本協議內「包括」一詞指「包括，但不限於」。

11.9 單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。

11.10 凡提述第某段，即指本協議內該編號的段落。

11.11 除第11.12段有明確規定外，本協議概無賦予（或表示賦予）非本協議訂約方的任何人士，任何本協議條款所賦予的利益或強制執行該等條款的權利。

11.12 本協議凡賦予賣家豁免、及／或排除或限制邦瀚斯責任時，邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後續公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上利益。

12 規管法律

12.1 法律

本協議下的所有交易以及所有有關事宜，均受香港法例規管並根據其解釋。

12.2 語言

本買家協議以中英文刊載。如就詮譯本買家協議有任何爭議，以英文條款為本。

保障資料 — 閣下資料的用途

由於本公司提供的服務，本公司取得有關閣下的個人資料（就本段而言，此詞僅包括閣下的僱員及職員（如有））。閣下同意本公司以該等資料作下述用途。

本公司可利用閣下的資料向閣下發出有關本公司服務變動的通知，以及向閣下提供有關產品或服務的資料，而該等資料乃閣下要求本公司提供或本公司認為閣下可能對該等產品及服務感興趣。有關閣下的資料可能用作分析，以了解閣下在這方面的潛在喜好。本公司可能向本集團任何成員公司（指本公司的附屬公司、本公司最終控股公司及其附屬公司，定義見二零零六年英國公司法第1159條及附表6，包括海外附屬公司）披露閣下的資料。除此以外，本公司不會向任何第三方披露閣下的資料，惟本公司可能不時向閣下提供我們相信閣下可能感興趣的第三方貨品及服務的有關資料。本集團任何成員公司亦可以閣下的資料作類似用途。

本公司將保留閣下的資料為期五年，由閣下最後與我們聯繫的日期起計，以便簡化任何日後再辦理登記時的手續。該等資料可轉移及儲存於香港以外地方，而閣下同意此轉移。

閣下有權要求不以閣下的資料作此等用途，有關要求請聯絡Bonhams 1793 Limited（地址： Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom）（就香港法例第486章個人資料(私隱)條例而言，為資料的使用者）或以電郵聯絡client.services@bonhams.com。

附錄三

釋義及詞彙

倘納入此等釋義及詞彙，下列詞語及用詞具有（除文義另有所指外）以下所賦予的涵義。詞彙乃為協助閣下了解有特定法律涵義的詞語及用詞而設，閣下可能對該等涵義並不熟悉。

釋義

「額外費用」按照競投人通告計算的費用，以彌補邦瀚斯須根據二零零六年藝術家轉售權規例支付版權費的開支，買家須就任何註有[AR]且其成交價連同買家費用（但不包括任何增值稅）等於或超過1,000歐元（按拍賣會當日的歐洲中央銀行參考匯率換算為拍賣會所用貨幣）的拍賣品。
「拍賣人」主持拍賣會的邦瀚斯代表。
「競投人」已填妥競投表格的人士。
「競投表格」本公司的競投人登記表格、缺席者及電話競投表格。
「邦瀚斯」邦瀚斯拍賣有限公司（Bonhams (Hong Kong) Limited）或其後繼公司或承讓公司。於買家協議、業務規則及競投人通告內，邦瀚斯亦稱為我們。
「書籍」於專門書籍拍賣會提供以作銷售的印刷書籍。

「業務」包括任何行業、業務及專業。
「買家」拍賣人落槌表示由其投得拍賣品的人士。於銷售合約及買家協議內，買家亦稱為「閣下」。
「買家協議」邦瀚斯與買家訂立的合約（見圖錄內附錄二）。
「買家費用」以成交價按競投人通告訂明的費率計算的款項。
「圖錄」有關拍賣會的圖錄，包括任何於本公司網站刊載的圖錄陳述。
「佣金」賣家應付予邦瀚斯的佣金，按照合約表格訂明的費率計算。
「狀況報告」由邦瀚斯代表賣家向競投人或潛在競投人提供有關拍賣品狀況的報告。
「寄售費」賣家應付予邦瀚斯的費用，按照業務規則訂明的費率計算。

「合約表格」由賣家或代表賣家簽署的合約表格或汽車資料表（按適用），載有供邦瀚斯提供以作銷售的拍賣品清單。
「銷售合約」賣家與買家訂立的銷售合約（見圖錄內附錄一）。
「合約說明」唯一的拍賣品說明（即圖錄內有關拍賣品的資料內以粗體刊載的部份、任何照片（顏色除外）以及狀況報告的內容），賣家於銷售合約承諾拍賣品與該說明相符。
「說明」以任何形式對拍賣品所作的陳述或申述，包括有關其作者、屬性、狀況、出處、真實性、風格、時期、年代、適合性、品質、來源地、價值及估計售價（包括成交價）。
「資料」圖錄內識別拍賣品及其編號的書面陳述，可能包括有關拍賣品的說明及圖示。
「成交價估計」本公司對成交價可能範圍的意見的陳述。
「開支」邦瀚斯就拍賣品已付或應付的收費及開支，包括法律開支、因電匯而產生的銀行收費及開支、保險收費及開支、圖錄及其他製作及說明、任何關稅、宣傳、包裝或運輸費用、轉載權費、稅項、徵費、測試、調查或查詢費用、出售拍賣品的預備工作、儲存收費、來自賣家作為賣家代理或來自失責買家的遷移收費或領取費用，加稅項。
「贗品」其製作者或其他人士意圖在其作者、屬性、來源地、真實性、風格、日期、年代、時期、出處、文化、來源或成份方面進行欺騙的偽造品，而該贗品於拍賣會日期的價值大幅低於其若非偽造的價值。且任何拍賣品說明一概無指明其為偽造。拍賣品不會因其損壞、及／或對其進行修復及／或修改（包括重畫或覆畫）而成為贗品，惟該損壞或修復或修改（視情況而定）並無實質影響拍賣品與拍賣品說明符合的特性。

「保証」在任何贗品上邦瀚斯對買家全力承擔的責任，以及在專門郵票拍賣會及／或專門書藉拍賣會當中，根據買家協議內定立，由郵票或書藉組成的拍賣品。

「成交價」拍賣人落槌表示拍賣品成交的價格，其貨幣為拍賣會所採用的貨幣。
「香港」中華人民共和國香港特別行政區。
「遺失或損壞保證」指業務規則第8.2.1段所述的保證。
「遺失或損壞保證費用」指業務規則第8.2.3段所述的費用。
「拍賣品」任何託付予邦瀚斯，供以拍賣或私人協約形式出售的任何物品（而凡提述任何拍賣品，均包括（除非文義另有所指）作為由兩項或以上物品組成的一項拍賣品內的個別項目）。
「汽車圖錄費」作為邦瀚斯製作汽車的圖錄及就出售汽車進行推廣而須承擔額外工作的代價，而應由賣家付予邦瀚斯的費用。
「New Bond Street」指邦瀚斯位於 101 New Bond Street, London W1S 1SR的拍賣場。
「名義收費」倘拍賣品已按名義價格出售，則為應付的佣金及稅項。
「名義費用」賣家應付予邦瀚斯的寄售費所依據的金額，該費用按照業務規則訂明的公式計算。
「名義價格」本公司向閣下提供或載於圖錄的最近期高、低估價的平均數，或若並無提供或載列該等估價，則為拍賣品適用的底價。
「競投人通告」刊印於本公司圖錄前部的通告。
「買價」成交價與成交價的稅項相加的總數。
「底價」拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）。

「拍賣會」由邦瀚斯提供以作銷售拍賣品的拍賣會。
「出售所得款項」拍賣品售出後賣家所得的款項淨額，即成交價扣除佣金、其任何應繳稅項、開支及任何其他應付予本公司的款項不論以何身份及如何產生。
「賣家」合約表格所列明提供拍賣品以作銷售的人士。若該列名人士在表格上指明另一人士作為其代理，或若合約表格所列明人士作為主事人的代理行事（不論該代理關係是否已向邦瀚斯披露），則「賣家」包括該代理及主事人，而彼等須就此共同及個別負責。業務規則內亦稱賣家為「閣下」。
「專家查驗」由專家對拍賣品進行目視查驗。
「郵票」指於專門郵票拍賣會提供以作銷售的郵

票。
「標準查驗」由並非專家的邦瀚斯職員對拍賣品進行目視查驗。
「儲存合約」指業務規則第8.3.3段或買家協議第4.4段（按適用）所述的合約。
「儲存承辦商」於圖錄指明的公司。
「稅項」指香港政府所實施不時適用的所有稅項、收費、關稅、費用、徵費或其他評稅，以及所有其估計付款，包括，但不限於，收入、業務利潤、分行利潤、貨物稅、財產、銷售、使用、增值（增值稅）、環保、特許、海關、進口、薪金、轉讓、總收入、預扣、社會保障、失業稅項及印花稅及其他收費，以及就該等稅項、收費、費用、徵費或其他評稅的任何利息及罰款。
「恐怖主義」指任何恐怖主義行為或該等行為的威脅，無論任何人單獨行動或代表或與任何組織及/或政府有關而行動，為政治、宗教或思想或類似目的，包括，但不限於，企圖影響任何政府或使公眾或任何部份公眾陷入恐慌。
「信託帳戶」邦瀚斯的銀行帳戶，就任何拍賣品所收買價的所有有關項款均收入該帳戶，該帳戶為與邦瀚斯正常銀行帳戶有所區別及獨立的帳戶。
「網站」網址為www.bonhams.com的邦瀚斯網站。
「撤銷通知」賣家向邦瀚斯發出的書面通知，以撤銷由邦瀚斯出售拍賣品的指示。
「不設底價」指並無規定拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）

詞彙
以下詞句有特定法律涵義，而閣下可能對該等涵義並不熟悉。下列詞彙乃為協助閣下了解該等詞句，惟無意就此而限制其法律上的涵義：

「藝術家轉售權」： 按二零零六年藝術家轉售權規例的規定，藝術品作者於原出售該作品後，就出售該作品而收取款項的權利。
「受託保管人」： 貨品所交託的人士。
「彌償保證」： 為保證使該彌償保證受益人回復其猶如導致須予彌償的情況並無發生時所處狀況的責任，「彌償」一詞亦按此解釋。
「互爭權利訴訟」： 由法院裁定拍賣品擁有權誰屬的訴訟。
「投得」： 拍賣品售予一名競投人之時，於拍賣會上以落槌表示。
「留置權」： 管有拍賣品的人士保留其管有權的權利。
「風險」： 拍賣品遺失、損壞、損毀、被竊，或狀況或價值惡化的可能性。
「所有權」： 拍賣品擁有權的法律及衡平法上的權利。
「侵權法」： 對他人犯下法律上的過失，而犯過者對該人士負有謹慎責任。

香港法例第26章貨品售賣條例

以下為香港法例第26章貨品售賣條例的摘錄：

「第14條有關所有權等的隱含責任承擔

(1) 除第(2)款適用的售賣合約外，每份售賣合約均有—

(a) 一項賣方須符合的隱含條件：如該合約是一宗售賣，他有權售賣有關貨品，如該合約是一項售賣協議，則他在貨品產權轉移時，將有權售賣該等貨品；及

(b) 一項隱含的保證條款：該等貨品並無任何在訂立合約前未向買方披露或未為買方所知的押記或產權負擔，而在產權轉移前亦不會有這樣的押記或產權負擔；此外，買方將安寧地享有對該等貨品的管有，但如對該項管有的干擾是由有權享有已向買方披露或已為買方所知的任何押記或產權負擔的利益的擁有人或其他有權享有該等利益的人作出的，則不在此限。

(2) 如售賣合約所顯示或從合約的情況所推定的意向，是賣方只轉讓其本身的所有權或第三者的所有權，則合約中有—
(a) 一項隱含的保證條款：賣方所知但不為買方所知的所有押記或產權負擔，在合約訂立前已向買方披露；及
(b) 一項隱含的保證條款：下列人士不會干擾買方安寧地管有貨品—
(i) 賣方；及
(ii) 如合約雙方的意向是賣方只轉讓第三者的所有權，則該第三者；及
(iii) 任何透過或藉着賣方或第三者提出申索的人，而該項申索並非根據在合約訂立前已向買方披露或已為買方所知的押記或產權負擔而提出的。

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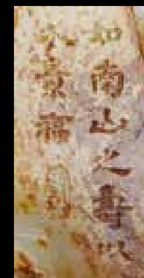
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I will collect the purchases myself ☐
Please contact me with a shipping quote (if applicable) ☐

* Any person, bidders and purchasers must be at least 18 years of age to participate in the Sale of Lots comprising wine, spirits and liquors.

Sale title: Images of Devotion	Sale date: Tuesday 3 October 2017
Sale no. 24028	Sale venue: Hong Kong

If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.

General Bid Increments HK$:
$10,000 - 20,000..............by 1,000s
$20,000 - 50,000..............by 2,000 / 5,000 / 8,000s
$50,000 - 100,000............by 5,000s
$100,000 - 200,000..........by 10,000s
$200,000 - 500,000..........by 20,000 / 50,000 / 80,000s
$500,000 - 1,000,000........by 50,000s
$1,000,000 - 2,000,000......by 100,000s
above $2,000,000............at the auctioneer's discretion

The auctioneer has discretion to split any bid at any time.

Customer Number	Title
First Name	Last Name
Company name (to be invoiced if applicable)	
Address	
City	County / State
Post / Zip code	Country
Telephone mobile	Telephone daytime
Telephone evening	Fax
Preferred number(s) in order for Telephone Bidding (inc. country code)	
E-mail (in capitals)	
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.	
I am registering to bid as a private buyer ☐	I am registering to bid as a trade buyer ☐
Please note that all telephone calls are recorded.	Please tick if you have registered with us before ☐

Important
When registering, the Bidder accepts personal liability for his/her purchase payment, unless it has been previously agreed in writing with Bonhams, that a Bidder is acting as an agent for a third party. Any person placing a bid as agent on behalf of another (whether or not he has disclosed this fact or the identity of his principal) will be jointly and severally liable with the principal to the Seller and to Bonhams under any contract resulting from the acceptance of a bid. By signing this form you agree to be bound by the Notice to Bidders printed in this Catalogue. You also authorise Bonhams to pursue a financial reference from your bank. Finally, Bonhams may request that you provide proof of identity and permanent address for verification and client administration purposes.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in HK$ (excluding premium)	Covering bid*

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, TAX AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.	
Your signature:	Date:

* Covering Bid: A maximum bid (exclusive of Buyers Premium) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.
Please email or fax the completed Auction Registration form and requested information to:
Bonhams, Customer Services, Suite 2001, One Pacific Place, 88 Queensway, Hong Kong. Tel: +852 2918 4321 Fax: +852 2918 4320, info.hk@bonhams.com
Bonhams (Hong Kong) Limited. Suite 2001, One Pacific Place, 88 Queensway, Hong Kong. Company Number 1426522.



登記及競投表格

Bonhams

邦瀚斯
（出席者 / 書面競投 / 網上 / 電話競投）請選擇競投方法

☐	☐	☐	☐

號牌（僅供本公司填寫）

本拍賣會將根據邦瀚斯的「業務規定」進行，在拍賣會的競投及購買將由「業務規定」規管。閣下閱讀「業務規定」時應一併閱讀有關本拍賣會的「拍賣會資料」，該「拍賣會資料」載有閣下於作出購買時須支付的費用，以及有關在拍賣會競投及購買的其他條款。閣下若對「業務規定」有任何疑問，應在簽署本表格前提出。「業務規定」亦包含由競投人及買家作出的若干承諾及限制邦瀚斯對競投人及買家的責任。

資料保護 － 閣下資料的使用
在本公司獲得任何有關閣下的個人資料時，本公司只會根據本公司的「私隱政策」條款使用閣下的資料（以閣下披露資料時給予本公司的任何額外特定同意為準）。閣下可透過本公司網站(www.bonhams.com)、郵寄香港金鐘道88號太古廣場一期2001室客戶服務部或電郵至hongkong@bonhams.com索取「私隱政策」的副本。

信用卡及扣賬卡付款
如閣下透過香港銀行簽發的扣賬卡付款，本公司將不會徵收附加費。如閣下以其他扣賬卡、銀聯卡及所有信用卡付款，本公司將徵收總發票金額的2%作為附加費。

競投者須知
客戶需提供身份證明文件如護照、駕駛執照、身份證的副本證明，以及住址證明如水電費賬單、銀行或信用卡結算單等。公司客戶亦需提供公司章程 / 公司註冊文件的副本，以及授權個別人士代表進行競投的函件。如閣下未能提供上述文件，可能導致本公司未能處理閣下的競投。如閣下競投高價的拍賣品，本公司可能要求閣下提供銀行信用證明。

如成功競投拍賣品

本人將自行提取貨品 ☐
請向本人提供運輸報價（如適用） ☐

* 任何人士、競投人及買家必須年滿18歲方可於拍賣會上參與競投葡萄酒、烈酒及酒精飲料等拍賣品。

拍賣會標題: Images of Devotion	拍賣會日期: Tuesday 3 October 2017
拍賣會編號: 24028	拍賣會場地: 香港

如閣下未能親身出席拍賣會，請最遲於拍賣會前24小提供閣下欲競投的拍賣品詳情。競投將被下調至最接近的競投增幅。請參閱圖錄中「競投者須知」內有關指示邦瀚斯代表閣下執行電話、網上或書面競投的進一步資料。邦瀚斯將代表閣下盡力執行該等競投，但本公司並不對任何錯誤或未能執行競投承擔責任。

一般競投價遞增幅度（港元）:

$10,000 - 20,000..............按 1,000s	$200,000 - 500,000..........按 20,000 / 50,000 / 80,000s
$20,000 - 50,000..............按 2,000 / 5,000 / 8,000s	$500,000 - 1,000,000........按 50,000s
$50,000 - 100,000............按 5,000s	$1,000,000 - 2,000,000......按 100,000s
$100,000 - 200,000..........按 10,000s	$2,000,000以上…………..由拍賣官酌情決定

拍賣官可隨時酌情決定把任何競投價拆細。

客戶編號	稱銜
名	姓
公司名稱(如適用的話將作為發票收票人)	
地址	
城市	縣 / 郡
郵編	國家
流動電話	日間電話
夜間電話	傳真
競投電話號碼（包括電話國家區號）	
電郵（大楷）	

閣下倘若提供以上電郵地址，代表授權邦瀚斯可把跟拍賣會、市場資料與消息相關的信息發送至此電郵地址。邦瀚斯不會售賣或與第三方交換此電郵地址資料。

本人登記為私人客戶 ☐	本人登記為交易客戶 ☐
請注意所有電話對話將被錄音	以往曾於本公司登記 ☐

重要提示
除非事前另行與邦瀚斯以書面協定競投人以第三方代理人的身份行事，否則一經登記，競投人須對其購買款項承擔個人責任。任何作為他人代理的人士（不論他是否已披露其為代理或其主事人的身份）須就其獲接納的出價而產生的合約與主事人共同及個別地向賣家及邦瀚斯承擔責任。透過簽署此表格，閣下同意接受本圖錄內的「競投者須知」的約束。閣下亦授權邦瀚斯向閣下的銀行查詢閣下的財務狀況。邦瀚斯可要求閣下提供身份證明及永久地址供查核及客戶管理用途。

電話或書面競投	拍賣品編號	拍賣品說明	最高港元競投價（不包括買家費用）	應急競投價*

閣下簽署此表格，則代表閣下已閱讀圖錄，亦已細閱並理解我們的「業務規定」，並願意受其約束，及同意繳付「競投人通告」內提及「買家費用」、增值稅及其他收費。這影響閣下的法律權利。

簽字:	日期:

* 應急競投價：表示如在競投期間我們未能透過電話與閣下聯絡或電話連線中斷，則只有邦瀚斯可獲閣下授權以應急競投價為最高競投價（不包括買家費用）代閣下進行競投。

進行付款的戶口持有人名稱必須與發票及「拍賣登記表格」上所列的名稱相同。

請將填妥的「拍賣登記表格」及所需資料電郵或傳真至:
香港金鐘道88號太古廣場一期2001室客戶服務部　電話：+852 2918 4321　傳真：+852 2918 4320，info.hk@bonhams.com
香港金鐘道88號太古廣場一期2001室Bonhams (Hong Kong) Limited.公司編號1426522







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